The Solicitors Journal.

LONDON, APRIL 4, 1885.

CURRENT TOPICS.

WE ARE GLAD to learn that the Master of the Rolls has completely recovered from his recent serious illness. He proposes to take his seat in Court of Appeal No. 1 on the second day of the Trinity Sittings.

THE MEETING of revising barristers convened by the Attorney-General on Saturday last was of a private nature, and the statements which have appeared as to its results are inaccurate. No particular number of additional revising barristers was mentioned as necessary or contemplated.

FROM THE NOTICE as to Vacation business, which we print elsewhere, it will be seen that Mr. Justice CHITTY will be the judge to whom applications which may require to be immediately and promptly heard may be made during the ensuing Vacation, which, for this purpose, terminates on the 13th of April.

FOR THE PURPOSE of disposing of a part-heard case, Lord COLERIDGE will sit with Lords Justices BAGGALLAY and LINDLEY in Court of Appeal No. 1 on the first day of the Trinity Sittings. On that day the members of Court of Appeal No. 2 will be Lords Justices COTTON, BOWEN, and FRY.

DURING THE PERIOD that has elapsed since fifty actions were transferred from Mr. Justice CHITTY, Mr. Justice FIELD has sat sixteen days in court, and one day in chambers, as an additional judge of the Chancery Division. He has disposed of twenty-two of these actions; ten stand over for various reasons; seven have been withdrawn by the parties; one is part heard; and the remaining ten are untried.

IT APPEARS to be necessary to re-transfer either to Mr. Justice CHITTY or to a new additional judge of the Chancery Division the whole of the fifty causes which were recently transferred to Mr. Justice FIELD. An order of re-transfer is, we believe, in course of preparation, and the general effect on those actions which have been tried will be to allow the judgments, where necessary, to be worked out in chambers by the judge to whom they may be re-transferred.

THE NEW RULE which places a counter-claim in a similar category to a statement of claim seems likely to cause some embarrassment if treated too literally. R. S. C., 1883, ord. 23, r. 4, is in these words:—"Where a counter-claim is pleaded, a reply thereto shall be subject to the rules applicable to statements of defence." The effect of this is, under ord. 27, rr. 10, 11, to give a default in delivering a reply to a counter-claim the same effect as a default in delivering a defence, and, therefore, to allow of the defendant moving for judgment on his counter-claim when the plaintiff makes default in delivering a reply thereto. In a case of *Jones* v. *Walker*, before Mr. Justice KAY on Saturday week, a defendant moved for judgment on his counter-claim, the plaintiff having failed to deliver a reply. Both claim and counter-claim were for money. On investigation it turned out that the plaintiff's case was not ready to be tried, so that it was quite possible that when the time came for trial the plaintiff might succeed on his part of the case, and so throw the balance against the defendant, who, in the meantime, might have issued execution on his judgment. The matter was ultimately dealt with by the court making an order between the parties, in the presence of both, on a subsequent day. But the question above suggested is one which sooner or later will have to be determined. Ord. 21, rr. 16, 17, seem to indicate an intention that where the claim and counter-claim both go on, the two should be heard together.

THE GOVERNMENT BILL to amend the law relating to lunatics was not issued up to the time of our going to press; but, judging from the Lord Chancellor's description, its provisions correspond in the main to the outline of them which we gave three months ago. With regard to the security that the liberty of the subject shall not be unduly interfered with, the Bill provides that no person shall be confined in a lunatic asylum without the order of a judge of a superior court, of a judge of a county court, of a stipendiary magistrate, or of a justice of the peace. There must be a certificate of two medical men, one of whom is to be, if possible, the ordinary medical attendant of the patient. If the magistrate is satisfied with the evidence of lunacy as appearing by the medical certificate, he may make an order, or, if not satisfied, appoint a time when a further investigation shall be made. The inquiry is to be in private, and those necessarily present are bound to keep everything secret that takes place in the course of the examination, unless required to divulge it by lawful authority. The patient is not to be present, but the magistrate may appoint a person to examine him. Within a month after the reception of the patient into any authorized establishment, a report must be made to the Commissioners of Lunacy, and subsequently an official visit must be made to the newly-received lunatic by the commissioner in the district. The order is to be limited in duration to three years, unless the proper medical authorities certify that the patient ought to be detained, in which case the order is to be renewed from year to year. At the request of any private person, two medical men may visit any lunatic, who, with the sanction of the commissioners, may, on their report, be discharged. The Bill is, in our view, unquestionably right in its recognition of the principle that no person should be confined without the intervention of some judicial authority, but neither the tribunal proposed nor the mode of investigation prescribed appear to afford sufficient security against the recurrence of the abuses which recent cases have brought to light.

LORD JUSTICE LINDLEY has contributed an article to the April number of the *Law Quarterly Review*, in which he discusses the causes of the "comparative failure" of the *Law Reports*. He says it would "be a mistake to suppose that the *Law Reports* are perfect, and that there is no room for improvement in them"—an observation with which we imagine the profession will heartily agree; but the "comparative failure" to which he refers is not failure in attaining perfection, but failure to push out of the courts and out of existence the three rival series of reports. The one failure is, however, according to the learned judge, the cause of the other. If the reports published by the Council of Law Reporting were "superior to all others, and such as to satisfy all the legitimate wants of all branches of the legal profession," it would be "to the interest of the legal profession to take no others; and others would accordingly disappear." They have not disappeared, but, on the contrary, are continually "cited as authorities in our courts," and, we may add, are, perhaps, more than ever cited in text-books. In order to discover what are the defects in the *Law Reports* to which this result is due, the learned judge proceeds to consider what are the legitimate wants of the legal profession with respect to law reports. The profession, he says, does *not* want

reports of cases valueless as precedents, nor "long reports of complicated facts, when a short condensation of them is all that is necessary to understand the legal principle involved in the decision." The profession *does* want speedy reports of all cases introducing a new principle or rule, or settling a doubtful point of law. The learned judge gives many instances, taken from only two numbers of the *Law Reports*, to show the great delay which occurs in reporting cases. He omits to notice much more serious instances in which cases of great importance to the profession have been delayed an unreasonable time. Take two very recent cases—the first, *West London Commercial Bank (Limited)* v. *Reliance Permanent Building Society*, in which Vice-Chancellor BACON laid down a doctrine which caused considerable consternation among mortgagees and their advisers. The case was decided on July 2 last. It was reported in our columns on July 12, and subsequently in the WEEKLY REPORTER on August 9. The report of this case did not appear in the *Law Reports* until the following November. Again, the recent decision of KAY, J., in *Fry* v. *Tapson*, on August 1, 1884, was one which every solicitor was bound to know. We gave an almost *verbatim* report of the judgment in our issue on August 9, 1884, and the case was reported in the WEEKLY REPORTER of December 6, 1884; but it was not until last month (March) that it appeared in the *Law Reports*. Who can wonder that the profession support publications which give them speedy reports of all cases of importance? The learned judge denounces a multiplicity of reports as a great evil. Has he considered what would be the condition of the profession if the *Law Reports* had no competitors? Is it not likely that the present leisurely six months or so would become a year or more? The competition in law reporting may be the cause of a good deal of the want of condensation and reporting of useless cases which prevail, but it has its advantages, and not the least of them is that to which we have drawn attention above.

THE ANNOUNCEMENT that the Government have resolved to take advantage of the facilities offered by the mercantile marine of this country for purposes of transport and the protection of commerce in case of war, is important as probably finally settling a question of international law which has given rise to a good deal of discussion. A clause in the Declaration of Paris provided that "privateering is and remains abolished"; and the notion was for some time entertained that the effect of this would be to limit nations to their regular navies—that is, to ships fitted out primarily for fighting other armed vessels, or, at all events, to ships owned by the State. During the Franco-German War, a Prussian decree invited shipowners to lend their ships for the war, receiving as remuneration ten per cent. of the value, or, if the ship should be destroyed, the full value; the crews to be hired by the owners, but to enter the German Navy during the war, wear its uniform, and take oath to the articles of war. The French Government complained to Lord GRANVILLE, then Foreign Secretary, that this decree was an infringement of the Declaration of Paris, but our law officers advised that, as the crews of the German vessels would be in the service of the Government, and under the same discipline as the crews on vessels permanently belonging to the German Navy, the decree did not infringe the Declaration. In 1878 the Russian Government took active steps to procure vessels in the United States which they might fit out there as cruisers under Russian officers. Professor BLUNTSCHLI, writing at that time in the *Revue de Droit International*, said that "suppressing privateering does not mean renouncing the voluntary service of the citizens of a country, or even of foreigners, in maritime war. Just as in war on land, nothing hinders a state from forming a body of volunteers, which it employs as part of, or as an auxiliary force to, its army, so a maritime nation may reinforce its fleet by adding to it vessels which have hitherto been used for trade. . . . It is inaccurate to say that the prohibition of privateering would, for the future, hinder a maritime power which has a great merchant fleet and a small war fleet from reinforcing and completing the latter by means of the former." This is what our Government is doing at present. So far as appears, they propose to purchase the merchant vessels and convert them into a permanent part of the navy. But it would seem that there is nothing in international law to prevent them from hiring ships and crews from private individuals and placing them under Government officers.

TRADE CUSTOMS AND BANKRUPTCY LAW.

PROBABLY the law of bankruptcy is second to no other branch of the law in its practical importance and constant bearing upon every-day transactions; and, probably, no sub-division of the bankruptcy law gives rise to more questions than the "order and disposition clause." In recent years, we have taken more than one opportunity to refer to the state of the decisions on this subject; chiefly with the result of pointing out that the courts do not seem exactly to have known what they were driving at, and that more than one principle might seem, with about equal plausibility, to be deducible from the reported cases. The recent case of *Ex parte Turquand, In re Parker* (No. 2), (33 W. R. 437), affords a convenient opportunity to gather in the latest results of judicial wisdom. And though we fear that it will not be found to clear up all doubts, it does seem to throw some important light upon the relevant principles.

The general principle of bankruptcy law is, that goods and chattels in the possession of a bankrupt trader at the date (whether actual or constructive) of his bankruptcy, are treated, for bankruptcy purposes, as being the property of the bankrupt, although, for the purposes of the common law and generally of transactions *inter partes*, they may, in fact, be the property of somebody else. Here the date of the bankruptcy is not the date of the actual adjudication, but of the act of bankruptcy upon which the adjudication is founded, or of some prior act of bankruptcy which has occurred within certain previous limits of time; but this rule of "relating back" is qualified by the further rule, that intermediate *bonâ fide* dealings with the bankrupt for valuable consideration are protected. This is in the nature of a first exception out of the general rule as to "order and disposition," and it is, in practice, undoubtedly the most important of all exceptions. The exception which stands next to it in practical importance is, probably, that which is symbolized by the title of this article.

The statutory provision commonly known as the "order and disposition" clause, has remained substantially the same in form since the days of James I.; but it is to be observed that, during the interval which elapsed between the Act of 1861 and the Act of 1869, this provision applied to non-traders as well as to traders. This was, probably, due to an oversight in the Act of 1861. The Act of James I. had made the rule applicable to all bankrupts; but under the Acts previous to 1861 only traders were liable to bankruptcy. The Act of 1861 made all persons liable to bankruptcy, without inserting any restriction as to the rule about reputed ownership. The Act of 1869 expressly restricted its application to traders by including among the property of the bankrupt "all goods and chattels being, at the commencement of the bankruptcy, in the possession, order, or disposition of the bankrupt, *being a trader*, by the consent and permission of the true owner," &c. For the words in italics, the Act of 1883, s. 44, sub-section (2), (iii.), substitutes the words, *in his trade or business*. It would, therefore, seem that the operation of the principle has apparently been altered by the recent Act, partly by way of enlargement and partly by way of restriction; and that it is now applicable to persons who carry on any trade or business (although not "traders" as defined in the Act of 1869); while it is restricted to goods which are in some way used or employed in such trade or business. The Acts of 1869 and 1883 both contain further words which import that the bankrupt must be the reputed owner of the goods in order that they may pass to his trustee; but so far as *choses in action* are concerned, only trade debts are within the operation of the principle.

If our interpretation of the latest version of the rule is correct, it seems to be a fair provision; which, while it is narrow enough to exclude the harsh and somewhat absurd result, that everybody who lends any chattel to a friend or neighbour shall do so at his own peril, seems also to be wide enough to include every case in which there is any ground to maintain that a fictitious credit has been obtained by means of borrowed goods. But when a sound general rule has been laid down, there remains the task of ascertaining the particular examples to which it is applicable; and, as Aristotle observes, everything depends upon the way in which this task is performed. This is commonly thought to be effected by saying, that "the existence of a trade custom will take a case out of

the rule as to reputed ownership." But it appears, on examination, that this loose *dictum* is susceptible of several meanings; and the existing cases by no means suffice to decide with certainty which of them is the right one.

In the case of *Crawcour* v. *Salter* (30 W. R. 21, L. R. 18 Ch. D. 30), as we pointed out at the time of its decision, two circumstances concurred, both of which might reasonably be regarded as having a not unimportant bearing upon the case. Not only was the *hirer* of the goods a person whose trade made it a natural thing that he should hire them, but also the *lender* was a person whose trade made it a natural thing that he should lend them; for the goods were hired by a hotel-keeper from a furniture dealer. The question arises whether both of these conditions must concur in order to make a "trade custom" within the meaning of the above-stated *dictum*. Must the custom be common to two trades, being a custom to lend or let out on the one hand, and a custom to hire on the other hand? or will it suffice if the custom is known only to one trade? And, if the latter view is correct, which of the two trades (that of the hirer and that of the lender) creates the custom? or, lastly, is neither more important than the other for the purpose, and will either singly suffice? All of these questions need to be considered in order to a comprehensive treatment of the subject, and they do not appear ever to have been considered all together. To them may even be added another question—May a "trade custom," for the present purpose, be a custom not affecting a particular *trade*, but a particular class of chattels?—for example, pianos, as distinguished from other articles of furniture. And it would even be possible to enlarge yet further the list of relevant questions. But the cases seem to disclose a constant, though obscure, tendency to gravitate towards the conclusion that lhe trade of the *hirer* is the feature by which cases are to be decided.

In the case of *Ex parte Powell, In re Matthews* (24 W. R. 378, L. R. 1 Ch. D. 50), which was decided before *Crawcour* v. *Salter*, the furniture had been hired by a hotel-keeper from a furniture dealer, thus fulfilling both of the above-mentioned conditions; but the expressions used by the judges plainly imply that they attached little importance to this coincidence, and considered the decision of the case to depend upon the question whether the alleged custom *was one which would be likely to be known to the creditors of the hirer of the furniture*. In that case the custom was upheld.

In the case of *Ex parte Brooks, In re Fowler* (31 W. R. 833, L. R. 23 Ch. D. 261), it was sought to exclude the furniture at the private dwelling-house of an engineer from the operation of the "order and disposition" clause upon the ground that it was, in fact, hired, and that *the custom of hiring furniture* was notorious. In that case the furniture had not even been hired from a furniture dealer, but, having previously been taken in execution under a writ of *fieri facias* and sold to a purchaser, had been allowed by the purchaser to remain in the debtor's possession under a contract for hire. Here the contention must have been that the beneficial effect of the trade custom was not restricted to transactions actually arising within the trade in which the custom arose, but extended to all transactions which might possibly have arisen within the trade. This contention was overruled both by Bacon, C.J., and by the Court of Appeal, who held that the furniture passed to the engineer's trustee in liquidation.

It will be very instructive to compare with the case last cited, the case of *In re Blanshard, Ex parte Hatterley* (26 W. R. 636, L. R. 8 Ch. D. 601), in which a beer-house keeper had hired a a piano upon the "three years' system" from a pianoforte dealer, and the beer-house keeper went into liquidation during the course of the three years. Bacon, C.J., held that "*the custom*" was clearly established; and that the trustee in liquidation was not entitled to the piano. The learned Chief Judge must evidently have been of opinion that, though (as he held in *Ex parte Brooks*) the custom of letting out *furniture* in general, which exists in the *furniture trade*, will not suffice to take a case out of the operation of the clause, yet a custom to let out *pianos*, which exists in the *pianoforte trade*, will suffice. This decision illustrates the question put by us above, as to a possible distinction affecting particular classes of chattels, such as pianos. No appeal seems to have been brought from the decision. It should be noticed that both *Ex parte Brooks* and *Ex parte Hatterseley* were decided under the Act of 1869. In the latter case a distinct reference was made in argument to a supposed "three years system" having a special application to pianos, and this may perhaps have been intended to be referred to in the judgment, which vaguely speaks of "the custom."

The case of *Ex parte Lovering, In re Jones* (L. R. 9 Ch. 621), also affords material for some profitable reflection. The circumstances were exceedingly like those of *Ex parte Brooks*, except that the furniture, instead of having been previously taken in execution and sold to a purchaser, had been sold by the owner *to a furniture dealer*, and by him had been let out on hire to the vendor. The Court of Appeal held that the furniture nevertheless passed to the trustee in liquidation of the vendor, who was a draper. We should have been disposed to regard this as equivalent to a decision that *the trade of the letter-out to hire is not the trade which makes the trade custom*. But it plainly appears from the judgments, that the court did not really pay any attention to this question.

Now, in the case which has occasioned the present remarks, *Ex parte Turquand, In re Parker* (No. 2) (33 W. R. 437), we find much which, if we could venture to rely upon it, would go far to settle our doubts. For our purpose it is enough to state (1) that the case related to furniture *in a hotel*, and (2) that the persons who had let them out on hire were *not* furniture dealers. There were other points in the case, but they do not concern us. The Court of Appeal, affirming the decision of Cave, J., held that the furniture did not pass to the trustee in bankruptcy of the persons who carried on the hotel business. The Lord Chancellor began his judgment with the following remarks:—"When a notorious custom is proved *in a particular trade* or business, and the effect of it is that every one who knows the custom knows that articles *in the place where the trade or business is carried on*, and to which the custom is applicable, may or may not be the property of *the person carrying on the trade or business*, and may or may not be held by him for other persons, *then* the doctrine of reputed ownership is absolutely excluded as to all the things which are within the scope of such a custom." Nothing can be plainer than that these remarks refer only to the trade or business of the person who *hires* the chattels, and have no reference to the trade or business of the person who lets them out for hire. We should, accordingly, be ready to treat the present case as a clear decision that *the trade which makes the trade custom is the trade of the hirer only*. But we cannot satisfy ourselves that the existence of any possible distinction was, in fact, present to his lordship's mind; and this, of course, introduces some doubt whether he can be held to have pronounced any definite opinion with regard to it. This remark seems equally to be applicable to the observations made upon the same point by the other judges.

If the conclusion above suggested is to be accepted as the final ruling upon the point, no doubt a great deal might be said in its favour. The only ground upon which a custom to let out and hire furniture can be held sufficient for our purpose, even when the lender and the hirer are both engaged in what may be called "relevant trades," is that it warns all persons in general not to give credit to the apparent possessor of the furniture upon the mere ground of his apparent possession. If this warning is a matter of common notoriety, it does not, in any particular case, depend upon the question of fact whether or no the person who let the furniture out to hire was in the furniture trade. If the "intending creditor" is to be taken to have received a preliminary general notice that he must not suppose the debtor's furniture to be his own property, he cannot reasonably put in any claim to the furniture upon the ground of having entertained any such supposition. At the same time, this view would enable hotel-keepers to raise money on the furniture with greater security, and therefore upon easier terms, than other people; and this bears about it a certain air of unfairly favouring a particular trade. We do not profess to have any fixed opinion upon the import of the last reported case, and must leave it, with the foregoing remarks, to the judgment of our readers. It is worthy of remark that nothing seems there to have been said about the possible bearing upon the question of the altered language of the Bankruptcy Act.

The will of Sir Thomas Nelson, the late City solicitor, has been proved, the personal estate amounting to upwards of £30,000.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

II.—ORGANIZATION WITH SPECIAL REFERENCE TO CONTENTIOUS BUSINESS.

Discovery and Inspection of Documents.

In a great many cases the process of discovery of documents is in its results absolutely valueless to both parties. The recognition of this circumstance, coupled with a belief, which was certainly well founded, that it was almost a matter of course to obtain an order for discovery of documents, without reference to the nature or circumstances of the action, led to the present system under which the payment of a deposit and other hindrances are cast in the way of a litigant who seeks such an order. But we are fain to confess that, although the practice of obtaining this discovery may have been carried too far, and the recognition of a right to it in all circumstances have grown into a fruitful source of needless expense, it is still, to our thinking, a serious responsibility in many classes of action for the solicitor to take upon himself to dispense with it. If he does he will nearly always have the consciousness that a mine may be sprung upon him against which he could have guarded himself beforehand by obtaining discovery of documents, coupled with an apprehension that he may possibly have failed to extract a trump card from his opponent's hand. We remember an instance—and there is not a lawyer of experience in the profession who cannot readily match the example—in which an action in the superior courts was stubbornly fought for two days, the plaintiff nonsuited, a fresh trial ordered, the second trial contested for four days, and a verdict ultimately given for the plaintiff, and sustained against an application for a new trial then made by the defendants. A great many witnesses were called, a great many points were raised, and a vast amount of tact and eloquence displayed on both sides. But the whole case—nonsuit included—turned from first to last upon a few lines indorsed by one of the defendants' witnesses upon the back of a document, of which discovery had been given, together with hundreds of other documents, to the plaintiffs, who could not, when they obtained their order for discovery, have had the remotest idea of the existence of this particular document. And even where the affidavit results, after all, in disclosing nothing of importance, it renders to the other side in the preparation of their case a service analogous to that given by the British coastguard to his country—it is preventive. We venture, therefore, to lay great stress on the importance of the solicitor's bestowing at an early stage of the prosecution or defence of an action (with or without the assistance of counsel, as the case may be) his most careful consideration upon the question whether or not the circumstances of the case point to the expediency of obtaining discovery of the enemy's documents.

We have said thus much upon the general question by way of preface because we could not bring ourselves to pass it by altogether; but we do not elaborate it, as it obviously falls more appropriately within the covers of a book of practice than within our subject of organization, and we now turn to the practical points which bear upon the preparation of an affidavit as to documents, and upon the perusal of such an affidavit, and the inspection of such documents scheduled to it as are not privileged.

(1.) As to the preparation of the affidavit.

In the first place, it is, of course, necessary to determine what documents fall within the description of "documents relating to the matters in question." This is rarely an easy, and is sometimes an extremely difficult, question, and is far too often left to the discretion of a subordinate clerk, who has neither the intelligence nor the knowledge necessary for enabling him to deal with it satisfactorily. It is true that he will generally err on the side of safety by cramming into the schedule every imaginable document, material and immaterial, on which he can lay his hands, and among them will probably be included all those which do relate to the matters in question. But then he may, in this liberal view of the situation, very likely fall into the error of including documents for which privilege might successfully be claimed, while he will almost certainly discredit his employer, and very possibly raise against him an imputation of thirsting after costs at the expense of honesty, by the number of wholly irrelevant documents which he will import. Nothing, for instance, is commoner than to find in the schedule to an affidavit as to documents a number of letters which have passed between the solicitors for the parties, since the commencement of the litigation, of the following character:—

"*Please make us a copy of the affidavit of John Smith, for which we will pay the usual charge.*"

"*A copy of the affidavit of John Smith is ready for you, and may be had on payment of two shillings.*"

"*Kindly send us a consent for 10 days' further time to deliver the Statement of Defence.*"

"*We shall attend the registrar, Mr. ——, on Thursday next, at 12, to settle the order made on the 15th instant.*"

It may, perhaps, be plausibly said that every scrap of paper in an action relates to the matters in question, and that a solicitor is not entitled to take upon himself to discriminate as to degrees of relevancy or materiality. The obvious answer, to our thinking, is that mere formal communications, having reference to incidental steps in litigation, cannot, upon any reasonable interpretation, be said to fall within the meaning of the term "matters in question."

To take another type of luxuriance in the composition of such a schedule, it is by no means exceptional to find a large number of documents scheduled separately which, with the exercise of a little intelligence and discrimination, would have readily admitted of some comprehensive classification. The reports furnish, perhaps, the most striking instance of this proceeding which any solicitor can recall in a case of *Hill* v. *Hart-Davis* (L. R. 26 Ch. D. 470), in which, among other things, the affidavit set out 4,216 letters, with their dates and names of the writers and recipients, and the cost of a copy of it was £19 2s. In that case the Court of Appeal (varying an order of Mr. Justice Kay, who had directed the affidavit to be taken off the file) ordered the plaintiffs to repay to the defendant the £19 2s., less £2, which would have represented the cost of an affidavit of proper length, and to pay the costs of the appeal and the application in the court below, and further ordered that at no further stages would the plaintiffs be allowed any costs of the affidavit. The court also threw out a very significant hint that, as between the plaintiffs and their own solicitor, an application was open to the latter, under Ord. 65, r. 11, which might be the reverse of enjoyable to the latter. With regard to the documents set forth in the affidavit, the court abstained from expressing any opinion as to their relevancy, deciding that, in any case, they were set out at unnecessary and improper length, and ought to have been set out in bundles, and scheduled and numbered in such a way that the defendant might have asked for those he wanted to see, specifying them by their numbers. We have referred at some length to this case because it sounds a warning note which may be very usefully taken to heart.

The error of overloading an affidavit as to documents is, as we have said, more common than the converse mistake of not making the schedule complete; but the latter fault is also in truth frequently committed, with results which are very embarrassing, and tend to cast more or less discredit on the case at a later stage. In some cases, no doubt, the limits are so clearly marked and easy to define that a clerk of no great experience may safely pilot the affidavit through without close supervision. But there are many instances in which, apart from any question of privilege, or of intelligent arrangement, or of exclusion of irrelevant documents, considerable ingenuity and care are needed to ferret out all the documents which should properly be included. Let us suppose, for instance, that an order is obtained for discovery of documents against a company in an action arising out of transactions as to which the company's books and papers contain entries relating to the subject of dispute. The solicitor, perhaps, writes to the secretary to inform him of the order, and asks to be supplied with the materials necessary for complying with it. The secretary is busy, and passes the letter to a subordinate, or he fails to appreciate what really falls within the order, or he takes no trouble about it. At all events, in the result a very imperfect list is sent. An intelligent perusal of the list itself, and an inspection of all or some of the documents to which it refers, will frequently open up a vista of more documents and yet more documents as necessary to be scheduled, until the list at first supplied will come to represent nothing more than a germ of the schedule as it finally comes out. It is worthy to be remembered also that the result of careful work done at this stage may be of the utmost value, not merely as securing the accuracy and sufficiency of the affidavit, but also as furnishing important information for the purposes of the actual contest.

Upon the whole, then, we think that the solicitor, in disposing the forces at his disposal for contentious business, should recognize the need of bringing, whether personally or by a representative, a high degree of trained intelligence to bear upon the task of preparing an affidavit as to documents, and can in no wise prudently regard it as being on the level of "common-form" work.

(2.) As to the perusal of the affidavit and the inspection of the documents scheduled to it which are not privileged.

We now take the converse side of the matter. An affidavit as to documents having been made on one side, it is the duty of the solicitor on the other side to peruse the affidavit and to inspect such documents as are not privileged.

Here, again, the duties of the solicitor are in many cases by no means light and easy, or such as he can safely depute unless to a thoroughly competent and experienced clerk. First, there are several points which deserve careful attention at the stage of perusal. Is privilege claimed for any document or class of documents? If so, can it be sustained? Is the description of the scheduled documents, whether privileged or otherwise, reasonably sufficient for identification?

All these questions should be asked and answered before a document is inspected. Sometimes the answers will be very easily given; sometimes they can only be satisfactorily arrived at by a critical consideration of points as difficult to solve as any that arise in a solicitor's practice. Many of these affidavits, to which objection on really substantial grounds could successfully be taken, pass muster simply because they are not overhauled with sufficient care by principals or undergo no severer standard of criticism than such as can be applied by clerks possessing neither the practical experience nor the knowlegede of law necessary for doing justice to the task.

An inspection of scheduled documents is often regarded as a matter of comparative simplicity. So, in truth, it is if the person inspecting approaches the duty with intent, or with instructions, to bespeak copies of everything produced. But if the inspection is to be real, and not a mere cloak for the bespeaking of copies of documents, material and immaterial, it calls for an intelligent grasp of the particular case, and a trained habit of separating the important from the irrelevant documents. It is our conviction that of all the causes which have tended to bring the process of discovery of documents into discredit none has operated more forcibly than the common habit of supposing that because a document is scheduled to an affidavit, therefore a copy of it must be bespoken, and that another copy of it must afterwards find its way into the brief. We have known this repeatedly carried the length of bespeaking copies of documents, the originals or authentic copies of which (as the case might be) have actually been at the time in the possession of the solicitor bespeaking the copy. We have also known full copies bespoken of a large number of documents all framed on precisely the same model, and presenting only differences which could have been shown with the greatest ease on a tabulated memorandum on the occasion of inspection; and we recall one example of this, in which, a payment of over £9 having been made for copies of a particular class of document, all but a few shillings of the amount, and of the corresponding charges for copies subsequently furnished to counsel, was disallowed on a party and party taxation. Laxity in this respect is often productive of a greater increase in the expense of litigation than is realized at the time. There is, first, the payment for the copy, and on this follows frequently the multiplication of the original sin in the shape of copies being made for counsel, and of the payment to the latter of fees graduated to some extent with reference to the bulk of the brief. It is sometimes, indeed, said, and said by men of irreproachable character and honour, that the solicitor's remuneration for contentious work is to a considerable extent dependent on the amount of "paper" imported into the case, and that he must needs be somewhat luxurious in that respect if he is to reap any fruit that will compensate him at all for his labours. The obvious answer is, that, assuming the truth of the premisses, the conclusion can only be upheld by resort to untenable sophistries. Two wrongs have never yet made a right, and the solicitor who is underpaid for doing one thing can never be justified in creating charges for doing something else which results in expense to the client without a shadow of corresponding benefit. In the very large majority of cases, however, in which the excessive taking of copies occurs it is referable, beyond all question, simply to the absence of the requisite power of discrimination and selection, and this, in turn, may be traced to a mistaken supposition that an inspection of documents is not a matter requiring knowledge of the case in particular, and of the law in general.

In this matter, as in that of the preparation of an affidavit as to documents, error commonly leans on the side of excess, and we have, therefore, dwelt more at length upon it. But we need hardly add that any omission to master and obtain copies of all material documents disclosed on discovery by an adversary may be fraught with far more disastrous consequences than any which flow from the mere overloading of the case with immaterial documents. The moral here, again, is exactly the same—to delegate the duty of inspection, if it be delegated at all, only to a tried and competent substitute.

In a case of *Henderson* v. *Solomon and another*, tried before Mr. Justice Hawkins on the 30th ult., the jury returned a verdict for the plaintiff, but the defendants' solicitor was not in attendance when the court rose, and the fees of the special jury were consequently not forthcoming. The learned judge commented severely upon this neglect, and ordered that a member of the firm should be in attendance at the next sitting of the court and give an explanation on oath. On Monday, on his lordship taking his seat, a representative of the firm in question attended, and stated that, owing to members of the firm being of the Jewish persuasion, they were short-handed on Saturday, and he (the speaker), after attending at the court with the jury's fees and finding that at a late hour of the day the case had not come on, had been called away to attend to business elsewhere. Mr. Justice Hawkins said that such treatment showed a great want of respect for the court and of consideration for the jury, who would be compelled to attend again in order to receive fees which should have been paid on Saturday. He should instruct the officer of the court that the next time this firm had a case before him (Mr. Justice Hawkins) the fees should be paid before the hearing.

RECENT DECISIONS.

PRIVILEGE OF COMMUNICATIONS AS TO CRIMINAL TRANSACTIONS.

(*Reg.* v. *Cox*, 33 W. R. 396, L. R. 14 Q. B. D. 153).

This case embodies the considered decision of ten judges as to an important question in connection with the doctrine of privileged communications, and conclusively settles the principle that communications made to a solicitor by a client with a view to being aided in the commission of a criminal offence cannot be the subject of any privilege. The two prisoners had consulted a solicitor in order to ascertain whether they could defeat a judgment by means of a fraudulent bill of sale, and the question of the admissibility of the solicitor's evidence as to this interview was raised upon their subsequent trial for conspiring to defeat the ends of justice. The counsel for the prisoners relied upon the general rule that all communications with a legal adviser are privileged, unless the solicitor is a *particeps criminis*, and argued that at least the prosecution ought first to give such evidence as would *primâ facie* negative the existence of privilege; but the court declined to recognize the existence of any privilege.

No doubt there was at one time an impression that the doctrine of privileged communications extends to criminal cases, and that, as was said by Parke, B., in *Doe* v. *Harris* (4 C. & P. 592), "the protection applies in all cases in which the relation of attorney and client subsists." In *Reg.* v. *Cox* the prisoner's counsel based his argument mainly upon the authority of *Cromack* v. *Heathcote* (2 B. & B. 4), where the Court of Common Pleas refused to admit the evidence of a solicitor to prove that he had refused to prepare an instrument in accordance with his client's instructions, because his doing so would amount to a fraud. *Greenough* v. *Gaskell* (1 M. & K. 98) has an important bearing upon this question. Lord Brougham there laid down that, if legal advisers, "touching matters that come within the ordinary scope of professional employment . . . receive a communication in their professional capacity, either for a client or on his account, or used for his benefit in the transaction of his business, . . . they are not only justified in withholding such matters, but bound to withhold them, and will not be compelled to disclose the information . . . in any court of law or equity, either as party or as witness." He, however, expressly recognizes several exceptions to this rule, including the case of the solicitor being a party to the client's fraud. Again, in *Follett* v. *Jefferyes* (1 Sim. N. S. 1) Lord Cranworth laid down that "the rule does not apply to all which passes between a client and his solicitor, but only to what passes between them in professional confidence, and no court can permit it to be said that the contriving of a fraud can form part of the professional occupation of a solicitor." And, in *Russell* v. *Jackson* (9 Hare, 387), Turner, V.C., said:—"I am disposed to think that the existence of the illegal purpose would prevent any privilege attaching to the communication." It is to be observed that this subject was discussed during both the Tichborne trials. In *Tichborne* v. *Lushington*, Bovill, C.J., said that the law is that, "if a party consults an attorney and obtains advice for what afterwards turns out to be the commission of a crime or a fraud, that party so consulting the attorney has no privilege whatever to close the lips of the attorney from stating the truth." The question also arose incidentally, during the trial at bar in *Reg.* v. *Orton*, when Cockburn, C.J., ruled that, "if a matter is communicated to an attorney in the confidential relation of attorney and client, and, if that has been done for the purpose of working out a fraud, fraud would destroy the privilege, for the purpose for which the communication was made would deprive it of the character of a privileged communication." Lush, J., stated the doctrine even more broadly, and expressed an opinion that "the law does not allow, under the name of privilege, any person to withhold evidence which is within his power which may be used in support of a criminal charge."

All the authorities were fully considered in the judgment delivered by Stephen, J. Accepting the general principle laid down by Lord Brougham in *Greenough* v. *Gaskell*, he pointed out that, whether the solicitor be a conscious or an unconscious instrument, the communications made to him by a client, with a view to the commission of a crime, could not possibly be said to "come within the ordinary scope of professional employment"—a distinction which appeared to have been recognized by Lord Cranworth in *Follett* v. *Jefferyes*, and by Turner, V.C., in *Russell* v. *Jackson*. He also adopted the language used by Lord Hatherley in *Gartside* v. *Outram* (26 L. J. Ch. 113), that, if a solicitor is employed "in any unlawful or wicked act, his duty to the public obliges him to disclose it; no private obligations can dispense with that universal one which lies on every member of society to discover every design which may be formed, contrary to the laws of society, to destroy the public welfare." There were other decisions in equity to the same effect. *Cromack* v. *Heathcote*, no doubt, resembled the case now before the court, but, if that case

was not decided upon an objection only to the admission of professional communications made during the progress of the cause, its authority must be disregarded, as being opposed "to all principle," as well as to a series of authorities. This disposed of the case o *Doe* v. *Harris*, where the ruling of Parke, B., was based upon the authority of *Cromack* v. *Heathcote*. Stephen, J., also pointed out that, under the circumstances in question, "the client must either conspire with his solicitor or deceive him," and that, in the former case, he would not consult the solicitor professionally, while, in the latter case, there could be no "professional confidence." Finally, he declined to lay down any general rule, except that the court must always determine, from the facts given, or proposed to be given, in evidence, whether the accused person appears to have consulted his solicitor after the crime for the legitimate purpose of being defended, or, before its commission, for the purpose of obtaining assistance or guidance. This qualification of the rule, as now laid down, will doubtless be sufficient to prevent any oppression or injustice, for the learned judge concluded his judgment with the observation that the power "ought to be used with the greatest care not to hamper prisoners in making their defence, and not to enable unscrupulous persons to acquire knowledge to which they have no right, and every precaution should be taken against compelling unnecessary disclosures."

REVIEWS.

RESTRAINTS ON ALIENATION.

RESTRAINTS ON THE ALIENATION OF PROPERTY. By JOHN CHIPMAN GRAY, Story Professor of Law in Harvard University. Boston: Soule & Bugbee.

This work displays much intelligence and careful research. Though it is, of course, an American law book, it may with great advantage be read by the English lawyer; and it testifies to a degree of familiarity with the earlier authorities of the English law which would probably suffice to put most English lawyers to shame. The freedom with which Prof. Gray cites the Year Books is especially refreshing to an old-fashioned taste. That the English authorities, down to the date of the Declaration of Independence, are formally accepted by the American courts is well known; but we find here our later authorities, especially the decisions of the equity courts, cited with a frequency and confidence which would seem to show that, by some kind of "comity of nations," they also possess a general currency in America.

Much information of a highly interesting kind may be gathered of the varying practice in the different States, especially in respect to the administration of equity, and to the validity of a "gift over" on bankruptcy or insolvency. (See pp. 113—137.) Much light is also thrown upon that policy of the law which seeks to invest beneficial owners as far as possible with the attributes of legal owners, of which the most celebrated instance is the Statute of Uses. Of the law of Pennsylvania, Prof. Gray remarks that it "goes far beyond the Statute of Uses, for (1) whenever a use is limited upon a use, although in England the latter use is not executed, in Pennsylvania it is; and (2) although the Statute of Uses does not apply to personal property, yet in Pennsylvania personal property held by A., on a passive trust for B., becomes the legal property of B." (p. 138). To some extent the law of England also follows this analogy; for *in a will*, real property held by a trustee merely upon what Prof. Gray styles a "passive trust," becomes legally vested in the beneficiary, unless an express use is declared to the trustee. (See 2 Jarm. Wills, 4th ed., p. 290).

As an example of the benefit to be derived from taking a comprehensive survey of a subject, we would mention the author's remarks upon the question whether, and how far, a condition in restraint of alienation can be annexed to a fee tail. (See p. 49.) We wonder how many English lawyers have any clear ideas upon this subject. If the learned professor does not happen to be already aware of the fact, it may interest him to know that Fearne once advised a tenant in tail, subject to an executory limitation over upon alienation, to bar the entail by suffering a common recovery with single voucher, rather than raise any question about alienation by making a tenant to the *præcipe* (Fearne, Posthumous Works, p. 336).

In conclusion, we will venture to hint some doubt upon one point which we have noticed. We cannot quite follow the learned author's remarks upon the distinction between conditions and conditional limitations, at p. 11, *note*. And we are clearly of opinion, if Mr. Justice Chitty, in *Re Macha*, intended *obiter* to question or deny the validity of the limitation of a determinable fee simple at common law, that this proposition will infallibly be overruled if it should ever emerge from an *obiter dictum* into a decision.

BANKING LAW.

A TREATISE ON BANKING LAW. By J. DOUGLAS WALKER, Barrister-at-Law. SECOND EDITION. Stevens & Sons.

Since the appearance of the first edition of this work in 1877, the Bankers' Books Evidence Act of 1876 has re-appeared, with amendments, in the Act of 1879; the Companies Act of 1879 has been passed; and the Bills of Exchange Act, 1882, has codified the law of cheques. We have also had, amongst others, the important cases of *Harding* v. *Williams* (L. R. 14 Ch. D. 197) and *Neilson* v. *James* (L. R. 9 Q. B. D. 546). The effect of the new statutes and cases has been incorporated with neatness and accuracy, though, perhaps, with hardly sufficient fulness of comment (*e.g.*, we have no statement of the history of the Act of 1879, nor of the extent to which it has been adopted in practice; nor are we informed whether or not Leeman's Act is still habitually disregarded on the Stock Exchange); and, by way of new matter, the chapter on Cheques has been remodelled, the chapters on Appropriation of Payments and Banker's Lien have been rewritten and enlarged, and two new chapters have been added, the one on Appropriation of Securities, and the other on the Relations of Principal and Surety. We think that, in a second edition of a work of so deservedly high standing, Mr. Walker might have well drawn more pointed attention to such curiosities of banking law as are disclosed by *Pott* v. *Clegg* (16 M. & W. 321), which shows that a banker, after six years of no-draft, may treat his customer's money as his (the banker's) own. The index is by no means as good as it ought to be. Thus, "Leeman's Act" is omitted, and, on looking for "Limited Company," we are referred to "Bank of Deposit in England," where we may find what we want—if we can recognize it—under a sub-title called "Banks registered under 42 & 43 Vict. c. 76." But, notwithstanding these small faults, we are glad to be able to state that Mr. Walker has presented us with an improved edition of a good book.

CONTRACTS.

THE LAW OF CONTRACTS. By JOHN WILLIAM SMITH, Barrister-at-Law. EIGHTH EDITION. By VINCENT T. THOMPSON, Barrister-at-Law. Stevens & Sons; H. Sweet; W. Maxwell & Son.

Judging from the portions of this edition which we have examined, we think that Mr. Thompson has effected, with considerable skill, the alterations rendered necessary by recent legislation and decisions. The book has not been overloaded with additions, while the statutory changes and leading recent decisions have been inserted. Moreover, the easy colloquial style of Mr. Smith's lectures has been preserved. The alterations introduced by the Married Women's Property Acts are neatly woven into the text, but it would have been desirable to state, rather more cautiously than is done at p. 351, the effect of the Act of 1882 on the *status* of married women.

In a case of *The London and Yorkshire Bank* v. *Belton*, before the Divisional Court of the Queen's Bench Division on the 27th ult., an application for a *rule nisi* to set aside a judgment raised, says the *Times*, a curious point arising out of the Agricultural Holdings Act, 1883, with reference to a distress upon some cows. The cows were on a farm under an arrangement between the owners and the farmer that he should feed them, taking the milk. The landlord distrained on the cows for rent due from the farmer. The owners of the cows claimed them under section 45 of the Agricultural Holdings Act, 1883, as within the protection of that enactment, and so not distrainable, as being "agisted" by the farmer under an agreement. The section is in these terms:—"Where live stock belonging to another person has been taken in by the tenant of a holding, to be fed at a fair price agreed to be paid for such feeding by the owner of such stock to the tenant, such stock shall not be distrained by the landlord for rent where there is other sufficient distress to be found, and if so distrained by reason of other sufficient distress not being found, there shall not be recovered by such distress a sum exceeding the amount of the price so agreed to be paid for the feeding, or, if any part of such price has been paid exceeding the amount remaining unpaid, the owner of the stock may, at any time before it is sold, redeem it by paying to the distrainer a sum equal to such price." The cows were, however, seized and sold. The county court judge held that the section applied, and decided that therefore the cows were not distrainable, and he ordered the proceeds of the sale to be paid to the owners. The landlord appealed from that decision, and *Theodore Dodd*, on his behalf, contended that the enactment did not apply to such a case, as the cows were not agisted for a "price," which meant a price in money, and not in kind, and the rest of the section would not be workable in a case like this of payment in kind—that is, in milk. For suppose the owner desired to offer the price in milk, how could it be estimated or tendered? Yet the farmer was only to be paid in milk, and not in money. So the owner, in order to redeem his cows, would have to tender so many gallons of milk, perhaps 200 gallons, and at what price? The court granted a rule *nisi* to set aside the judgment.

CORRESPONDENCE.

THE COURT OF PASSAGE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—How is the decision of Wills, J., in *Speer* v. *Daggers* (not yet reported) to be reconciled with that of the Queen's Bench Division in *King* v. *Hawksworth* (27 W. R. 660)? In that case Cockburn, C.J., is reported to have said:—"I think the Judicature Acts, and the rules and orders made under them, apply to the Court of Passage." The point decided there was that the provisions as to costs in order 55 applied to inferior courts, by virtue of section 91 of the Judicature Act, 1873.

And, if order 55 so applies, why should not order 14? It cannot be said that one is a rule of law and the other of practice merely, for both alike curtail the legal rights of parties.

The point is of grave importance to litigants and practitioners in local courts of record, and you appear to have anticipated it in commenting on *King* v. *Hawksworth* (23 SOLICITORS' JOURNAL, 715).

Liverpool, March 25. W. D. THURNAM.

[In *Speer* v. *Daggers* (March 21, 1885), one of the questions arose in this way:—Hughes, having a claim of £20 against the plaintiff, sued him in the Court of Passage and took out a summons for judgment under R. S. C., 1883, order 14. No cause was shown, and on August 27 last, an order for judgment was made by the deputy-registrar, judgment being signed on the same day. A writ of *fi. fa.*, dated September 1, was delivered to the defendant by the serjeant-at-mace, who sought to levy for the amount of the judgment, with costs. Execution was levied on the following day, whereupon the defendant then gave notice of his claim as the holder of a bill of sale. The defendant Daggers thereupon took out an interpleader summons, which was heard on September 6 by the deputy-registrar, who indorsed the summons with the usual order of sale, and that order was drawn up and issued by the court. Wills, J., held that the judgment under order 14 and the interpleader order were *ultrà vires*. He said that "the method which had been adopted of laying down the rules of practice in the Court of Passage was unsatisfactory. True, they had been allowed by three judges of the superior court, but such an allowance could not validate that which was *ultrà vires*. Even the rules of the court as they stood could not cover what had been done, and it was clear that, under the power of regulating the practice, the assessor could not create a new jurisdiction. Even if that difficulty could be surmounted, other difficulties would present themselves. The rules professed to extend only so far as such rules might be applicable to the Court of Passage. If he was right, the interpleader order made in this case was without jurisdiction. Being the order of an inferior court, it ought to show on the face of it the element of jurisdiction, and, that not being the case, if the officers of the court were, as in the case of *fi. fa.*, acting ministerially under it, they would not be protected under such an order. On the whole, he had come to the conclusion that the jurisdiction which had been exercised by the Court of Passage in the present instance was *ultrà vires* as to the interpleader order, and *à fortiori* as to the judgment under order 14."]

APPLICATION FOR CERTIORARI IN THE CHANCERY DIVISION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the application made to the Court of Appeal referred to in the observations at p. 334 of your issue of the 21st ult., I beg to draw your attention to the fact that in the year 1879 I *personally* attended before the late Master of the Rolls and obtained from his lordship an absolute rule (or order) directing a writ of *certiorari* to issue. This, I was informed at the time, was the first case on record. I may also mention that I had some difficulty in getting the order drawn up, passed, and entered, the practice being quite new to the registrars. The application was an *ex parte* application.

Liverpool, March 27. R. F. COOPER.

[Our observations related to a "*certiorari nisi*," not to an absolute order for *certiorari*.—ED. *S. J.*]

ARTICLED CLERKS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should be much obliged if some of your readers could give me an opinion on the following:—If a gentleman enters into the usual period of clerkship (five years), and after he has passed his intermediate, say at the end of his third year, he takes a degree of B.A., can he get the remaining period of his articles shortened?

March 30. B.A.

TO CORRESPONDENTS.—CALEDONIAN.—See May's Parliamentary Practice, 7th ed., p. 37, "It does not appear that disqualification arises in the case of a Scotch sequestration."

CASES OF THE WEEK.

COURT OF APPEAL.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—OPEN CONTRACT FOR SALE OF LAND—PURCHASER'S RIGHT TO GOOD TITLE—LEASE—WANT OF LESSOR'S LICENCE TO ASSIGN.—In a case of *Ellis* v. *Rogers*, before the Court of Appeal, No. 2, on the 30th ult., there was a question as to the right of a purchaser of land under an open contract to insist on a good marketable title, and there was another question whether the fact that the vendor of a lease, who is not entitled to assign the lease without the licence of his lessor, has not obtained that licence, is a sufficient defence to an action by the vendor against the purchaser for specific performance of the contract for purchase when the purchaser has declined to complete the contract on the ground of another objection to the title. The action was originally brought for the specific performance of a contract by the defendant to purchase the plaintiff's interest under an agreement with a railway company for a building lease. The agreement contained a clause prohibiting the plaintiff from assigning his interest under it without the consent of the company, but such consent was not to be unreasonably withheld. The property as conveyed to the company, who had purchased it under their compulsory powers, was expressed to be subject to certain restrictive covenants affecting the right of building and carrying on certain trades upon it. The defendant when he purchased knew of the restrictive covenants, but believed that they had been got rid of by the compulsory purchase by the company. This was not the case, and the defendant, finding that the covenants could not be released, repudiated the contract. He had been in possession of the land, and he afterwards went out of possession. The plaintiff then re-entered, and amended his writ by striking out the claim for specific performance, and claiming only damages for breach of the agreement. At the time when the contract was repudiated, and at the time of bringing the action, the plaintiff had not obtained the licence of the company to assign to the defendant. Kay, J., dismissed the action on the ground that, in order to entitle the plaintiff to succeed, he should plead and prove that he was ready—that is, able—to perform the contract on his part. This he could not do, because he had not obtained his lessors' licence to assign. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision, though on a different ground. They intimated an opinion (though they did not decide the point) that the fact that the vendor had not obtained the lessors' licence to assign the lease at the time when the purchaser repudiated the contract, on the ground of his other objection to the title, would not have been a defence to the action. They were disposed to think that it would have been sufficient if the licence to assign had been obtained before the execution of the conveyance to the purchaser. But they held that the purchaser under an open contract, which does not expressly provide that he is to have a good title, is not deprived of his *primâ facie* right to a good title, unless he knows at the time when he enters into the contract that the vendor cannot make a good title. And in the present case, though the purchaser was aware when he entered into his contract of the restrictive covenants, he believed that they had been got rid of by the company's purchase under their compulsory powers.—COUNSEL, *Graham Hastings*, Q.C., and *C. Lyttelton Chubb*; *Robinson*, Q.C., and *W. C. Druce*. SOLICITORS, *Deane, Chubb & Co.*; *Pedley & Bartlett*.

R. S. C., 1883, ORD. 33, R. 2—INQUIRIES AND ACCOUNTS.—In a case of *Garnham* v. *Skipper*, before the Court of Appeal, No. 2, on the 25th ult., there was a question of some importance as to the operation of rule 2 of order 33, which provides that "the court or judge may, at any stage of the proceedings in a cause or matter, direct any necessary inquiries or accounts to be made or taken, notwithstanding that it may appear that there is some special or further relief sought for, or some special issue to be tried, as to which it may be proper that the cause or matter should proceed in the ordinary manner." The action was brought by a mortgagee against the mortgagor and other mortgagees of the same property, claiming a declaration that the plaintiff was entitled, by virtue of her security, to a charge on the property in priority to all claims of the defendants, or any of them, to rank as mortgagees or incumbrancers thereon, and, so far as necessary, to have the priorities of the incumbrances of the parties to the action declared. The plaintiff also asked for the usual mortgage accounts, and for judgment for foreclosure or sale. On the application of the plaintiff KAY, J., made an order directing the following inquiry and account to be made and taken in chambers:—An inquiry what were the respective priorities of the incumbrances of the plaintiff and of the respective defendants; an account of what was due to each of the respective incumbrancers upon their respective incumbrances. One of the defendants appealed from this order, on the ground that the effect of it was to send all the questions at issue in the action to be tried at chambers, and that the court had no power under rule 2 to make such an order. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) discharged the order. COTTON, L.J., said that if the judge had exercised his discretion under a rule which gave him a discretion as to the mode of trial of an action assigned to him, the Court of Appeal would not interfere. But the question was whether the present case came within rule 2, and in his lordship's opinion it did not. The rule did not intend that the very issue in the action should be referred to chambers, but simply that such inquiries and accounts as might properly be directed at the time, and which were subsidiary to that which would have to be decided at the trial, should be sent to chambers. BOWEN, L.J., said that the effect of the order was that there would be no trial of the action at all. FRY, L.J., concurred.—COUNSEL, *Warmington*, Q.C., and *Willis Bund*; *Graham Hast-*

ings, Q.C., and *Phipson Beale; Hadley; John Cutler;* and *Ingpen*. Solicitors, *Crowdy, Son, & Tarry; Bell, Brodrick, & Gray; Blake & Heseltine; Johnson & Master; Owles & Collinson.*

HIGH COURT OF JUSTICE.

Infant—Surrender of Lease—11 Geo. 4 & 1 Will. 4, c. 65, ss. 12, 14.—In a case of *In re Griffiths*, before Pearson, J., on the 28th ult., a question arose as to the extent of the provisions of the above Act for the surrender of a lease to which an infant is entitled. Section 12 of the Act provides that, in all cases where any person, being under the age of twenty-one years or a *feme covert*, "is, or shall become, entitled to" any lease or leases, "it shall be lawful for such person under the age of twenty-one years, or for his or her guardian or other person on his behalf, and for such *feme covert* or any person on her behalf," to apply to the Court of Chancery by petition or motion in a summary way, and by the order and direction of the court "such infant or *feme covert* or his guardian, or any person appointed in the place of such infant or *feme covert* by the court, shall and may be enabled from time to time, by deed or deeds, to surrender such lease or leases, and accept and take, in the place and for the benefit of such person under the age of twenty-one years or *feme covert*, one or more new lease or leases of the premises comprised in such lease surrendered by virtue of this Act." And section 14 enables the court to declare any sum of money paid as a fine or premium for the renewal of the lease a charge upon the leasehold premises. In the present case a testator had bequeathed a leasehold house to a trustee, on trust during the minority of R. to pay and apply the income for her support, maintenance, and education, and, subject thereto, to hold the property for her. The trustee (who was the infant's father) had entered into an agreement with the lessor (subject to the approval of the court) for the surrender of the lease and the grant of a new lease for a longer term, in consideration of the payment of a premium. A petition was presented, the petitioners being the trustee and the infant, by him as her next friend, for the confirmation of the agreement by the court. Pearson, J., held that, though the infant had no legal estate, but was only beneficially interested in the lease, the Act applied. And, prefacing his order with a declaration that it was fit and proper, and for the benefit of the infant, that the agreement should be carried out, he appointed the trustee guardian of the infant, and directed him to surrender the lease and accept a new one. And his lordship declared the premium and the taxed costs and expenses to be a charge on the property comprised in the new lease, and that they should be raised by a mortgage thereof.—Counsel, *Begg*. Solicitors, *Clapham & Fitch*.

Power of appointing New Trustees—Executor of Sole Trustee—Conveyancing Act, 1881, s. 31.—In a case of *In re Shafto*, before Pearson, J., on the 28th ult., a question arose as to the operation of the power of appointing new trustees which is conferred by section 31 of the Conveyancing Act, 1881, in the case of the death of a sole trustee. Section 31 gives the power of appointment to the "personal representatives of the *last* surviving or continuing trustee." The sole trustee of a will had died. The will contained no power of appointing new trustees, and no nomination of any person for the purpose. A petition was presented for the appointment of new trustees by the court, on the ground that it was doubtful whether the power given by section 31 applied to the executor of a sole trustee—whether such a trustee was "the *last* surviving or continuing trustee." Pearson, J., expressed a decided opinion that the section applied; but, as the parties desired to have trustees appointed by the court, he consented to make the appointment.—Counsel, *Nalder*. Solicitors, *Collyer-Bristow & Co.*

R. S. C., 1883, ord. 11, r. 1 (f.)—Service out of the Jurisdiction.—In a case of *The Société Générale de Paris* v. *Dreyfus*, before Pearson, J., on the 27th ult., an application was made by some of the defendants to discharge an order which had been obtained by the plaintiffs for the service of the writ out of the jurisdiction. Rule 1 of order 11 provides that "service out of the jurisdiction of a writ of summons may be allowed by the court or a judge whenever (*inter alia*) any injunction is sought as to anything to be done within the jurisdiction, or any nuisance within the jurisdiction is sought to be prevented or removed, whether damages are or are not also sought in respect thereof." Certain guano had been consigned by the Government of Peru to the defendants, Messrs. Dreyfus, under a contract entered into in 1869. The proceeds of the sale of the guano were in court, in an action of *The Peruvian Guano Company* v. *Dreyfus*, in which Bacon, V.C., had, in January, 1885, decided that Messrs. Dreyfus were entitled to the money. In July, 1869, the plaintiffs in the present action, Messrs. Dreyfus, and a firm called Premsel & Co., entered into a contract in France, called a contract "en participation," by which it was provided that the plaintiffs and Premsel & Co. should provide funds for the carrying out of the contract between Messrs. Dreyfus and the Peruvian Government, and should have a share in the profits of that contract. The parties to the contract "en participation" were all domiciled in Paris. The defendants to the present action were Messrs. Dreyfus, the Peruvian Guano Company, and Premsel & Co., all of whom but the Peruvian Guano Company were out of the jurisdiction. By the writ the plaintiffs claimed a declaration that the parties to the contract "en participation" were entitled to the fund in court; the appointment of a receiver; and an injunction to restrain Messrs. Dreyfus from obtaining payment of the fund. Messrs. Dreyfus moved to discharge the order for service out of the jurisdiction, on the ground that, under the contract "en participation," the plaintiffs had no right to the guano or its proceeds, but only a personal right against Messrs. Dreyfus to an account and payment of what should be found due by them. It was contended in support of the motion that the plaintiffs were bound to show that they had a cause of action against the property which was within the jurisdiction, and also that they could not obtain a complete and speedy relief in the courts of that country in which the plaintiffs and the defendants were domiciled. On behalf of the plaintiffs it was urged that the court would not inquire into the merits of the case, but would only see whether the relief sought was of the kind mentioned in the rule. Pearson, J., declined to discharge the order. He said that the court had a discretion, and it would inquire into the merits so far as to ascertain that there were merits. In the present case, he came to the conclusion that, though there had been a decision in a French court as to the rights of the parties to the French contract, all the questions between them had not been decided. There was a question to be decided, and he thought that the plaintiffs had properly come to this court.—Counsel, *Davey*, Q.C., and *Ingle Joyce; Rigby*, Q.C.; *Cozens-Hardy*, Q.C., and *Northmore Lawrence; Cookson*, Q.C., and *Burton Buckley; Butcher*. Solicitors, *G. M. Clements; M. Abrahams, Son, & Co.; C. & S. Harrison & Co.; J. A. Bartrum*.

Practice—Contempt in not executing Deed—Appointment of Person to execute—Judicature Act, 1884 (47 & 48 Vict. c. 61), s. 14.—In a case of *Owen* v. *Edwards*, before Pearson, J., on the 27th ult., a question arose as to the exercise of the power given to the court by section 14 of the Judicature Act of 1884—"Where any person neglects or refuses to comply with a judgment or order directing him to execute any conveyance, contract, or other document," to "order that such conveyance, contract, or other document shall be executed by such person as the court may nominate for that purpose," and that, "in such case, the conveyance, contract, or document so executed shall operate and be for all purposes available as if it had been executed by the person originally directed to execute it." The defendant had been ordered to execute a mortgage, and had refused to execute it when tendered to her for the purpose. The plaintiff applied for the appointment of a proper person to execute the mortgage on behalf of the defendant. Pearson, J., appointed his chief clerk.—Counsel, *E. S. Ford*. Solicitors, *Bolton, Robbins, Busk, & Co.*

Will—Construction—Charge of Debts on Real Estate—Gift to Charity—Mortmain—Lapse—Intestacy—Fund primarily liable for Payment of Debts.—In a case of *Kilford* v. *Blayney*, before Bacon, V.C., on the 30th ult., a question arose out of what part of the estate of a testatrix her debts and funeral expenses and legacies were to be paid where she had charged her realty, and, secondly, her leaseholds, with the payment, but had left all her personalty, including impure personalty, to a charity, and that gift had lapsed as regards the impure personalty, which, in default of next of kin, passed to the Crown. Bacon, V.C., held that, although the impure personalty would have been exonerated if the gift of it to the charity had been good, yet, inasmuch as that gift failed, and there was an intestacy to that extent, the exoneration failed also, and the impure personalty formed the first fund for payment of debts, &c., then the realty, and lastly the leaseholds.—Counsel, *Hemming*, Q.C., and *Bramwell Davis; Lyttelton Chubb; Swinfen Eady* and *Stirling*. Solicitors, *Beaumont & Warren*, for *Paine & Brettell*, Chertsey; *Ellis, Munday, & Co.; Hare & Co.*

R. S. C., 1883, ord. 62, r. 18—Order of Course—Arbitration—Attendance of Witnesses before Arbitrator—3 & 3 Will. 4, c. 42, s. 40.—In the case of *Webster* v. *Davies*, before Chitty, J., on the 29th ult., being an action referred to arbitration, an application was made to the court as to the method of obtaining an order for witnesses to attend before the arbitrator. It was stated that although, in *Hall* v. *Ellis* (9 Sim. 530), a case before the Common Law Procedure Act, 1852, it had been held that courts of equity had no jurisdiction to make an order under 3 & 4 Vict. c. 42, s. 40, yet Romilly, M.R., held, in *Re Ricketts* (3 New Rep. 56), that the order was an order of course obtainable at the office of the Secretary to the Rolls. It was also submitted that the Act was incorporated into the Judicature Acts. Chitty, J., said that there was no difficulty. The order was an order of course, and as such to be obtained under the practice as recently altered by R. S. C., 1883, ord. 62. r. 18, from the senior registrar at the registrars' office.—Counsel, *Jemmett*. Solicitors, *Hastlen*.

Trustee Act, 1850, ss. 32, 34—Conveyancing and Law of Property Act, 1881, s. 30, sub-section 1—Trustee—Sole Surviving—No Personal Representative—Appointment of New Trustees—Vesting Order—Form of Order.—In the case of *In re Rackstraw's Trusts*, which came before Kay, J., on the 28th ult., a petition was presented under the Trustee Act, 1850, for the appointment of new trustees and for a vesting order, and a question arose as to the proper form of order. The trust estate consisted of freehold lands, and the last surviving trustee died since the Conveyancing Act without leaving any personal representative. Section 30, sub-section 1, of the Conveyancing Act, 1881, provides that on the death of a sole trustee the trust estate, notwithstanding any testamentary disposition to the contrary, is to vest in his personal representative, but contains no provision what is to happen when there is none. It was submitted that the order must be for the vesting of the estate of a living, not of a deceased person, and should be made as in *In re Pilling's Trusts* (32 W. R. 853, L. R. 26 Ch. D. 432). Kay, J., held that the order ought to be

made vesting the property in the new trustees for all the estate and interest which the deceased trustee had immmediately before his death. Counsel, *E. Cutler*. Solicitors, *Tufnell, Southgate, & Son*.

Trustee Act, 1850, ss. 2, 9, 20—Constructive Trustee—Vendor out of Jurisdiction—Copyholds—Covenant to surrender.—In the case of *In re Powis' Trusts*, which came before Kay, J., on the 28th ult., the question arose whether a vendor who had covenanted to surrender copyholds to the purchaser could be held a trustee within the meaning of the Trustee Act without any action being commenced for a declaration to that effect. By an indenture of 1863, E. B. and T. B. covenanted to surrender copyhold meadow-land at N. to the use of the petitioner. The purchase-money was paid, but no surrender was ever made to the petitioner. E. B. died in 1884. T. B. emigrated shortly after the date of the conveyance, and could not be found. The petitioner asked that a person might be appointed to surrender the copyholds to his use, and submitted, upon the authority of *In re Cuming* (18 W. R. 157, L. R. 5 Ch. 72), that the order might be made without commencing an action to have the vendor declared a trustee. Kay, J., made the order.—Counsel, *A. a'B. Terrell*. Solicitor, *F. Jones*, for *W. Fallows*, Sutton.

Negligence—Highway—Diversion of Highway—Dangerous Place—Duty to protect.—In the case of *Hurst* v. *Taylor and another*, which came before the Divisional Court (Manisty and Lopes, JJ.) on the 27th ult., the question was raised as to what duty is imposed upon a person who, under statutory or other powers, diverts a public footway and substitutes a new one for it, to protect it at the point of diversion, so as to make it reasonably safe for persons using it. The defendants were contractors for constructing a line of railway, and the railway company had obtained statutory powers to divert a portion of an old public footpath which their line crossed. The defendants carried out the diversion, and the new footpath, at the point of diversion, turned off from the old footpath at a sharp curve. At this point there was no fence, nor anything to indicate the direction which the new footpath took, except the appearance of the footpath itself, which was simply laid with earth. The plaintiff, on the 19th of January, went along this footpath, and, on returning along it later in the dark, she missed the path at the point of diversion, but went on, thinking she was still on the path, when at a point about eighty yards from it she fell over the buttress of a railway bridge that was being constructed, and was injured. The defendants contended that there was no duty upon them to fence or protect the footpath, unless the dangerous place were either in or adjoining the highway, in accordance with the decision in *Hardcastle* v. *South Yorkshire Railway Company* (7 W. R. 326, 4 H. & N. 67), and the cases cited therein. Day, J., nonsuited the plaintiff. Held, on a motion for a new trial, that, though in the case of an old highway there is no duty to protect a dangerous place, unless that place is in or adjoining the highway, yet where a person diverts an old highway, and substitutes a new one for it, a duty is imposed on him of taking reasonable precautions to make the new highway safe, so as to prevent people using it from straying and injuring themselves. The jury ought to have been asked whether the defendants had fulfilled that duty at the point of diversion where the plaintiff strayed, and so there must be a new trial.—Counsel, *C. A. Russell*; *Moorsom* and *W. Wills*. Solicitors, *Bolton, Robbins, Busk, & Co.*, for *J. Bradbury*, Ashton-under-Lyne; and *Buckley & Miller*, Stalybridge.

CASES AFFECTING SOLICITORS.

Solicitor and Client—Taxation of Costs—Taxation after Payment—"Special Circumstances"—6 & 7 Vict. c. 73, s. 41.—In a case of *In re Boycott*, before the Court of Appeal, No. 2, on the 31st ult., the question was as to the taxation of a solicitor's bill of costs after payment. Section 41 of the Solicitors Act of 1843 provides that the payment of a bill "shall in no case preclude the court or judge to whom application shall be made from referring such bill for taxation, if the special circumstances of the case shall, in the opinion of such court or judge, appear to require the same," provided the application is made within twelve months after payment. In the present case the application was made by a mortgagor to tax the bill of costs of the mortgagee's solicitor after he had paid it. The mortgage was for £2,000, the mortgaged property being a reversionary interest in land. In August, 1884, the mortgagee's solicitor was preparing for a sale of the property under the mortgagee's power of sale, but on the 2nd of September, on being informed by the mortgagor's solicitor that he had found a person willing to take a transfer of the mortgage, he instructed the auctioneer not to proceed with the sale. The mortgagor's solicitor asked to have the 3rd of September fixed for the completion of the transfer, but at the request of the mortgagee's solicitor it was postponed to the 10th of September, because he said he could not prepare his bill of costs so soon. The completion was again at his instance postponed to the 13th of September. On the 18th of September the mortgagee's solicitor sent his bill of costs by post to the mortgagor's solicitor, and it was received by him on the 9th of September. The bill, which included costs and expenses relating to the intended sale, amounted to £327, and there was also a sum of £131 for the charges of a surveyor who had been employed in going over the property in order to identify it, there having been an insufficient description of it in the deeds. On receiving the bill the mortgagor's solicitor replied that the account seemed to him to be very excessive, and he should have to go into it carefully. He did not, however, ask for a postponement of the time fixed for completion of the transfer. On the 12th of September the mortgagor's solicitor had an interview with the mortgagee's solicitor, and settled with him the draft transfer for engrossment. The next day the parties met to complete the transfer. An objection was again raised to the amount of the costs, and the mortgagor's solicitor paid the bill under protest, taking a receipt which contained an express statement to that effect. He at the same time served on the mortgagee's solicitor a notice, which he had prepared previously, stating that the mortgagor's solicitor did not admit the correctness of the charges, and that he paid them under protest, and for the purpose of obtaining possession of the deeds and stopping a sale of the property. Bacon, V.C., held that the bill had been paid under pressure, and that it contained manifest overcharges, and on this ground he directed a taxation. The applicant had not pointed out any specific items of overcharge. The Court of Appeal (Cotton, Bowen, and Fry, L.JJ.), Bowen, L.J., dissenting, discharged the Vice-Chancellor's order. Cotton, L.J., said that, if the matter had come before him originally, he should have thought it would have been better not to have defined what were the "special circumstances" which would authorize the court to direct the taxation of a bill after payment. But, undoubtedly, there was a long course of decisions beginning with Lord Langdale, M.R., that the "special circumstances" must be either pressure accompanied by overcharge, or overcharge so gross as to amount to fraud. It had not been defined what pressure was; that must depend on the circumstances of each case. Bacon, V.C., did not intend to depart in any way from the rule which had been laid down as to special circumstances; he only said he thought there was pressure and overcharge. The rule was acted upon by the Court of Appeal in *In re Lacey* (L. R. 25 Ch. D. 301, 28 Solicitors' Journal, 123), where all the members of the court thought that the bill contained great overcharges, but they thought that there were not such special circumstances as justified taxation after payment. No member of the court there doubted that the rule had been laid down and acted on for many years, or that the Court of Appeal ought not to depart from it, and treat the matter as if no such rule had been laid down. In the present case his lordship had come reluctantly to the conclusion that there was not such pressure as would justify taxation after payment. He would not attempt to define "pressure" exactly. But he would say that, when advantage was taken by the solicitor of the importance of the completion of the transaction to the person who had to pay the bill, and he said he would not complete without payment, that would be pressure. But, if it was the fault of the person who was asking for the taxation that a very short period had elapsed between the delivery of the bill and the time fixed for the completion of the transaction, he must take the consequences. The fact of payment could not be disregarded, and it was only under special circumstances that taxation could be allowed afterwards. If in the present case the time for the completion of the transfer, four days after the delivery of the bill, had been fixed by the mortgagee's solicitor, his lordship thought that would have amounted to pressure. But, for some reason, the mortgagor's solicitor was very anxious to obtain an immediate settlement of the transaction. After he had received the bill, he did not attempt to obtain a postponement of the day for completion, in order that he might (as he said he wished to do) consult his London agents about the bill, and at his interview with the mortgagee's solicitor on the 12th of September, he said nothing about the bill. Even on the 13th nothing was said about taxation; only a receipt was given for the money as paid under protest. Payment under protest amounted to nothing, as it was the mortgagor's solicitor, not the mortgagee's solicitor, who was pressing for an early completion. There was really nothing to justify the court in directing a taxation, though, considering the startling amount of the charges—£450 for the transfer of a mortgage for £2,000—he should be inclined to do so if he could. But, having regard to the decisions, he thought the Court of Appeal ought not to interfere with the exercise of the Vice-Chancellor's discretion. Bowen, L.J., was sorry to differ from Cotton, L.J. But the more he looked at the papers in the case, the more did he think that the bill ought to be taxed. The Vice-Chancellor thought so, and he did not feel justified in differing from him. He thought that section 41 gave a discretion to the judge to a certain extent, though not a complete discretion. There must be special circumstances with regard to the payment distinguishing it from an ordinary payment, and if there were special circumstances, the judge had a certain amount of discretion intrusted to him. Judges of first instance, no doubt, found it extremely convenient to let practitioners and the public know the lines on which their discretion would be exercised, and his lordship thought that the rule as stated with regard to special circumstances was a good working rule, though it was not exhaustive. It was sufficiently accurate for most cases. But if it was pressed too far, and was crystallized, and it was laid down that there could be no other "special circumstances," that would be making a new Act of Parliament. The Legislature might, if they had chosen, have said that these only were "special circumstances." His lordship thought that no court had a right to impose on another court lines for the exercise of its discretion, though it might be useful to indicate them. He thought the "special circumstances" must be such as to distinguish the payment from an ordinary payment. The effect of an ordinary payment was to waive inquiry. If it was shown that the party did not intend to waive inquiry, though he was driven by the circumstances to make the payment, his lordship thought that would be a "special circumstance." Was the court then at liberty so to construe section 41? If a judge thought in any particular case that there were "special circumstances," though they did not come exactly within the rule which had been mentioned, had he a margin of discretion? No doubt there was a series of cases in the Court of Chancery, culminating in *In re Harrison* (10 Beav. 57), in which this rule had been laid down. But it was disapproved of by the Court of

Exchequer (Pollock, C.B., and Parke, Marten, and Platt, BB.) in *In re Dearden* (17 Jur. 993), their view being that, although the discretion might be fairly exercised according to known rules, nevertheless the object of the statute in giving the discretion was that the judge might not be fettered. The rule was again disapproved by Lord Romilly, M.R., and Rolt, L.J., in *In re Newman* (15 W. R. 1189, L. R. 2 Ch. 707). Rolt, L.J., said that "the statute does not point out the special circumstances which shall in any case authorize the court to direct taxation after payment; it is left to the court to determine what special circumstances are sufficient for the purpose. I do not think that any of the decisions have laid down, and it is scarcely possible to lay down, a general rule on the subject." Those words expressed exactly the view which Bowen, L.J., took of section 41. Therefore, in 1867, the Court of Appeal thought that their discretion was not confined by such a rigid rule as had been followed in the courts of first instance. His lordship thought the true view of *In re Lacey* was that the Court of Appeal held that there were no special circumstances to distinguish the payment from an ordinary payment. Still, if he did not think that the language used by the then members of the court was not conclusive as to the alleged rule, he should not, whatever his own opinion might be, struggle for a more liberal interpretation of section 41. In *In re Lacey*, no doubt, Cotton, L.J., accepted the rule as it was generally stated. But Lindley, L.J., declined to define "special circumstances," and the language of Fry, L.J., appeared to leave the matter open. In the present case, how could the mortgagor's solicitor, when he asked for the bill of the mortgagee's solicitor, suppose that any solicitor would send in a bill of costs for himself amounting to £327, and surveyor's charges amounting to £131, upwards of twenty per cent. on the amount of the mortgage debt? It was in vacation time, when it would have been very difficult to get the bill taxed, at any rate immediately. The mortgagor's solicitor, who was a country solicitor, had not the ordinary opportunity of consulting his London agents. When he received the bill on the 9th of September, he suggested that the amount was excessive, but he did not put off the appointment for completion on the 13th of September. Was he bound to do that? It seemed to his lordship that he was not bound to assume that the matter could not be arranged amicably, and that it would be necessary to resort to taxation. He never abandoned his hostile position, and he stated on the 13th of September that he paid the bill under protest, and gave a written notice to that effect, and he left the mortgagee's solicitor with an impression on both sides that the amount of the bill was still to be discussed. The subsequent correspondence showed conclusively that that was so. It appeared to his lordship that it could not be said that the mortgagee's solicitor did not take advantage of the inconvenience which would be caused to the mortgagor by a postponement of the settlement of the transfer, and he thought that this was sufficient to distinguish the payment from an ordinary one. It was said that there must be overcharge as well as pressure, and that the applicant for taxation must condescend on and prove particular items of overcharge. That was an excellent rule of practice from which his lordship would be loth to depart. But if a bill was, on its face, redolent of overcharge, he thought it was within the power of the judge to dispense with proof of particular items of overcharge. In the present case he thought the general character of the bill was such as to take it out of the rule. FRY, L.J., said it had been decided that misconduct or fraud on the part of the solicitor, pressure accompanied by overcharge, and overcharge so gross as to amount to fraud, were "special circumstances" which would justify taxation after payment. He did not wish to preclude himself from saying that there might not be other "special circumstances." It was not necessary to decide the point now, because nothing was alleged in the present case but pressure and overcharge, and there was no evidence of any other "special circumstance." Pressure alone would not do, for pressure to pay what was really due would not be a "special circumstance." The party applying must prove overcharge. His lordship agreed that there was no pressure in the present case. Indeed, he thought that the mortgagor's solicitor had time, between the 9th and the 13th of September, to consult his London agents about the bill. His lordship thought that he was really desirous not to obtain their opinion, but that he wished to obtain the benefit of the payment of the bill in preventing the mortgagee from selling the property, and at the same time to be able to say that he had made the payment under pressure. Was there any overcharge? His lordship thought that the course pursued by the applicant was very undesirable. He had not condescended on any particulars of overcharge. It was very important in matters of this kind that the court should be able to see that there was an overcharge. It was said that the bill was redolent of overcharge. He should like to see it submitted to taxation, but he could not say that he was judicially satisfied that there was an overcharge.—COUNSEL, *Swinfen Eady; Bosanquet*, Q.C., and *Aeland*. SOLICITORS, *A. Cheese; Griffith Jones*.

SOLICITOR—SOLICITOR DISCHARGED BEFORE TRIAL—23 & 24 VICT. c. 127, s. 28.—In *In re Wadsworth, Rhodes v. Sugden*, before Kay, J., on the 1st inst., one question was whether a solicitor who had been discharged by his client, the plaintiff, previously to the hearing of the action, could obtain a charging order upon a sum of £278 recovered from the defendant in the action subsequently to his discharge. KAY, J., held that, as in this case the exertions of the discharged solicitor must be taken to have been instrumental in the result of the action, the court could, under section 28 of 23 & 24 Vict. c. 127, give a charging order in his favour upon the sum of £278, subject to the lien of the present solicitors, who were acting for the defendant when judgment was given in the action.

The discharged solicitor also endeavoured to get a charging order upon a sum of money which the plaintiff had been ordered to pay into court as security for costs. KAY, J., held that this money could not be treated as recovered or preserved through the instrumentality of the discharged solicitor, but was merely money imperilled in the action, and that the discharged solicitor could not have a charging order upon that.—COUNSEL, *Pike; Renshaw*. SOLICITORS, *Easton; Layton & Jaques*.

OBITUARY.

MR. JAMES COPLESTON TOWNSEND.

Mr. James Copleston Townsend, solicitor, of Swindon, died suddenly on the 27th ult. He had been staying in London on business, and, on his return, he expired while alighting from the train at the Swindon Station. Mr. Townsend was born in 1825. He was admitted a solicitor in 1847, and had practised for many years at Swindon. He had a large practice in the town and neighbourhood, and he held several important appointments. He was registrar of the Swindon County Court (Circuit No. 52) and clerk to the Swindon Local Board and the Swindon Burial Board. He was also solicitor to the Midland and South-Western Junction Railway Company. Mr. Townsend's painfully sudden death has caused general sorrow at Swindon.

MR. JUSTICE KER.

Mr. Alan Ker, senior puisne judge of the Supreme Court of the Island of Jamaica, died at Kingston, Jamaica, on the 20th ult. Mr. Justice Ker had been, for thirty-four years, in the Colonial service. He was born in 1819. He was called to the bar at the Middle Temple in Michaelmas Term, 1842, and he formerly practised as an equity draftsman and conveyancer. In 1851 he proceeded to Antigua, on receiving the appointment of attorney-general for that colony. He was Chief Justice of Nevis from 1854 till 1856, and Chief Justice of Dominica from 1856, when he was appointed a puisne judge of the Supreme Court of Jamaica, which office he held until his death.

SOCIETIES.

SHROPSHIRE LAW SOCIETY.

The annual meeting of the members of this society was held on the 23rd ult., at Shrewsbury. Mr. T. M. How, the president, occupied the chair, and there were also present—Messrs. H. Lee (Whitchurch), G. M. Salt, De Courcy Peele, E. Cresswell Peele, Charles Chandler, H. C. Clarke, Lawrence Burd, H. R. Sandford, W. H. Sprott, T. H. Hignett (hon. secretary, Shrewsbury), E. Hodges (Newport), A. Phillips, and H. J. (Shifnal), W. Lucas Osborne (Wem), and E. Griffiths (Bishop's Castle).

The report and balance-sheet for the year were read, from which it appeared that the society had a balance in hand of £45 11s. 3d. The committee, after expressing regret at the loss by death of one of their number, Mr. Charles Nutsey, who always took an active and intelligent interest in the society's work, reported that the expressions of opinion with reference to the form of the farming agreement, under the Agricultural Holdings Act, drawn up by the society, were on the whole favourable, and that in addition to the copies gratuitously distributed among the members a considerable number had since been sold to the profession. The society's conditions of sale settled by Mr. Davidson, which were revised and reprinted in the early part of last year, have been very largely used, while a large number of valuable books had been added to the library.

The CHAIRMAN, in moving the adoption of the report and accounts as read, said that he had again the pleasure of congratulating the members upon the success of the society's work during the year, and he thought that their labours had not only resulted in a benefit to the profession, but to the public also. It was not necessary for him to recapitulate what was expressed in the report; but he thought that it was a great matter for congratulation that the younger members of the profession continued to avail themselves in increasing numbers of the advantages the society offered.

Mr. CHANDLER having seconded the motion, the report and accounts were unanimously adopted, and ordered to be printed and circulated.

Mr. How was then unanimously re-elected president, Mr. H. Lee vice-president, and Messrs. Lucas and E. B. Potts (who retired) members of the committee. Mr. W. H. Sprott was elected a member of the committee, in the place of the late Mr. C. Nutsey. Mr. H. J. Osborne was also re-elected hon. treasurer, and Mr. T. H. Hignett hon. secretary.

The formal business having been disposed of, Mr. H. J. OSBORNE introduced the subject of "Arbitrations," on which he read a short paper, in which he entered into a consideration of the circumstances arising in litigious matters which justified a reference of the issues to arbitration. He urged that, in actions where it became necessary to have local inspections or very exhaustive inquiries into details, arbitration should be promptly acquiesced in, without incurring the heavy preliminary expenses of interlocutory proceedings. He also pointed out that, in many matters, solicitors of position were, from their business habits and knowledge of the rules of evidence, peculiarly well qualified for selection as arbitrators, and regretted that hitherto references to members of the solicitors' profession had been infrequent.

Mr. T. H. HIGNETT read a paper, in which he criticized the tendency of

modern legislation to crowd the Statute Book with empirical remedies for admitted evils, with little regard to the principles of political economy; such legislation being often hasty, ill-conceived, and ill-expressed. He also complained of the constant change in the rules by which legal procedure is regulated, and the tendency, on all available occasions, to increase official fees as injurious alike to the interests of the profession and the public.

Upon these papers a discussion took place, in which the President, Mr. H. Lee, Mr. Salt, Mr. Hodges, Mr. H. C. Clarke, Mr. De Courcy Peele, Mr. Chandler, and others, took part.

The meeting, which was of a very interesting character, was brought to a close by a cordial vote of thanks to the chairman.

LEGAL APPOINTMENTS.

Mr. Thomas Gold Edwards, solicitor (of the firm of Gold, Edwards, & Watson), of Denbigh, has been appointed by the high sheriff of Denbighshire (Mr. Hugh Robert Hughes) to be Under Sheriff of that county for the ensuing year. Mr. Edwards is registrar of the Denbigh County Court. He was admitted a solicitor in 1845.

Mr. Horatio Richmond Dix, solicitor (of the firm of Nowell & Dix), of Barton-upon-Humber, has been appointed Clerk to the Barton-upon-Humber Local Board. Mr. Dix was admitted a solicitor in 1877.

Mr. David William Jones Thomas, solicitor, of Brecon, has been appointed by the high sheriff of Brecknockshire (Mr. Charles Evan Thomas) to be Under Sheriff of that county for the ensuing year. Mr. Thomas is coroner for the Northern Division of Brecknockshire. He was admitted a solicitor in 1862.

Mr. David Long Price, solicitor, of Lampeter and Talley, has been appointed by the high sheriff of Carmarthenshire (Sir James Hamlyn Williams Drummond, Bart.) to be Under Sheriff of that county for the ensuing year. Mr. Price was admitted a solicitor in 1855. He is registrar of the Lampeter County Court.

Mr. Alfred Gwynne Vaughan, solicitor, of Builth, has been appointed by the high sheriff of Radnorshire (Mr. John William Vaughan, jun.) to be Under Sheriff of that county for the ensuing year. Mr. Vaughan was admitted a solicitor in 1875. He is clerk to the county magistrates at Builth.

Mr. Claude Hurst Peter, solicitor, town clerk of Launceston, has been elected Clerk to the Launceston School Board, on the resignation of his father, Mr. Richard Peter.

Mr. Horatio Hale Shephard, barrister, of Madras, has been appointed to officiate as Advocate-General of the Madras Presidency. Mr. Shephard was educated at Balliol College, Oxford, where he graduated second class in classics in 1865. He was called to the bar at the Inner Temple in in Michaelmas Term, 1867, and he formerly practised on the Home Circuit.

Mr. Edward Morgan Underwood, solicitor (of the firm of Knight & Underwood), of Hereford, has been appointed by the high sheriff of Herefordshire (Sir Christopher Lighton, Bart.) to be Under Sheriff of that county for the ensuing year. Mr. Underwood was admitted a solicitor in 1862.

Mr. Alfred Vansittart Frere, solicitor, notary, and proctor, of Bombay, has been appointed to officiate as Government Solicitor and Public Prosecutor at Bombay.

Mr. Charles Edward Malden, barrister, has been appointed Recorder of the Borough of Thetford, in succession to Mr. Carlos Cooper, who has been appointed recorder of King's Lynn. Mr. Malden is a son of the late Professor Henry Malden, of University College, London. He was formerly a scholar of Trinity College, Cambridge, where he graduated in the first class of the Classical Tripos in 1867. He was called to the bar at the Inner Temple in Michaelmas Term, 1870, and he is a member of the South-Eastern Circuit. He is a revising barrister.

Mr. William Henry Rowland, solicitor, of Croydon, has been appointed a Magistrate for that borough. Mr. Rowland is registrar of the Croydon County Court. He was admitted a solicitor in 1844.

Mr. Thomas Glaisby Mann, solicitor, of York, has been appointed Clerk to the Trustees of the York City Charities. Mr. Mann was admitted a solicitor in 1866. He is in partnership with his father, Mr. John Waddington Mann.

Mr. Woolnough Gross, solicitor, of Bury St. Edmunds and Botesdale, has been appointed Deputy-Coroner for the Liberty of Bury St. Edmunds. Mr. Gross was admitted a solicitor in 1848.

Mr. Thomas Henry Faber, solicitor (of the firm of Fawcett & Faber), of Stockton and Yarm), has been appointed Clerk to the Magistrates for the Borough of Stockton, on the resignation of his partner, Mr. William Rhodes Farmer. Mr. Faber was admitted a solicitor in 1884.

Mr. Joseph Knight, solicitor, of Newcastle-under-Lyme, has been appointed by the high sheriff of Staffordshire (Mr. Robert Heath) to be Under Sheriff of that county for the ensuing year. Mr. Knight was admitted a solicitor in 1849. He is coroner for the borough of Newcastle-under-Lyme, and clerk to the county magistrates for the Pirehill Division.

Mr. Charles Brown, solicitor, of Caistor, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIPS, &c.

St. Barbe Sladen and Duncan Mackenzie, solicitors, 1, Delahay-street, Westminster (Sladen & Mackenzie). Dec. 31, 1884. [*Gazette*, March 27.]

George James Andrews, deceased, Alfred Pope, and George James Williams Andrews, solicitors, Dorchester (Andrews, Pope, & Andrews). Sept. 30, 1880. The said George James Williams Andrews and Henry Anthony Huxtable have for some time past and will in future carry on the business of the said late partnership in South-street, Dorchester, under the style of Andrews, Son, & Huxtable.

Edward Kyn. Bridger and E. E. Collins, solicitors, 37, King William-street, London-bridge. Dec. 31, 1884.

George Crafter and Benjamin Burton, solicitors, 81, Blackfriars-road, Southwark (Crafter & Burton). March 25.

James John Hutchinson and Theodore McKenna, solicitors, 56, Gresham-street, London (Hutchinson & McKenna). March 25.

Frank James, Gwilym Cristor James, Charles Russell James, and Arthur Perkins James, solicitors, Merthyr Tydfil and Aberdare (James & Co). March 25. [*Gazette*, March 31.]

The offices of Messrs. Thomson & Ward have been removed from 12, Bedford-row to 32, Nicholas-lane, Lombard-street, London.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

Easter Vacation, 1885.

Notice.

There will be no sitting in court during the Easter Vacation.

During the Vacation all applications which may require to be immediately or promptly heard are to be made to the Honourable Mr. Justice Chitty.

In any case of great urgency the brief of counsel is to be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, there must also be sent the original writ, or a copy of it with the indorsements thereon, a copy of the statement of claim (if any), and if the original writ is not sent, a certificate that it has been issued.

The papers sent to the judge will be returned to the registrar.

The address of Mr. Justice Chitty, who during the Easter Vacation will act as Vacation Judge in the Chancery Division, can be obtained on application at the Chancery Registrars' Chambers (Room 136), Royal Courts of Justice.

Royal Courts of Justice, March 25, 1885.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

March 26.—*Bill Read a Second Time.*

Municipal Voters (Relief).

Bill in Committee.

Election (Hours of Poll).

Bill Read a Third Time.

Canada North-West Land Company.

March 27.—*Bills Read a Second Time.*

Consolidated Fund (No. 2).

Cape of Good Hope (Advance).

Bill Read a Third Time.

Private Bill.—Otley Local Board.

HOUSE OF COMMONS.

March 25.—*Bill Read a Second Time.*

Private Bill.—Alexandra (Newport and South Wales) Docks and Railway.

Consolidated Fund (No. 2).

Bill in Committee.

Redistribution.

Bill Read a Third Time.

Cape of Good Hope (Advance).

March 26.—*Bill in Committee.*

Army (Annual).

March 27.—*Bill Read a Third Time.*

Army (Annual).

March 30.—*Bills Read a Second Time.*

Private Bills.—Crystal Palace, South-Eastern, and Metroplitan Railway; London and North-Western Railway.

Bills Read a Third Time.

Private Bills.—Ashton-under-Lyne, Stalybridge, and Dukinfield (District) Water; Local Government Provisional Orders; Local Government Provisional Orders (Poor Law).

COURT PAPERS.

THE SPRING ASSIZES.

South-Eastern Circuit.

Denman, J.—Lewes, Tuesday, April 14; Hertford, Monday, April 20; Cambridge, Thursday, April 23; Ipswich, Monday, April 27.

North and South Wales Circuit.

Field, J.—Carnarvon, Tuesday, April 14; Chester, Friday, April 17; Swansea, Thursday, April 23.

Oxford Circuit.

Huddleston, B.—Reading, Wednesday, April 15; Stafford, Saturday, April 18; Worcester, Saturday, April 25.

Western Circuit.

Hawkins, J.—Winchester, Saturday, April 11; Taunton, Wednesday, April 15; Exeter, Saturday, April 18.

Midland Circuit.

Stephen, J.—Lincoln, Tuesday, April 14; Derby, Saturday, April 18; Northampton, Wednesday, April 22; Warwick, Saturday, April 25.

North-Eastern Circuit.

Mathew and Day, JJ.—Newcastle, Friday, April 17; Durham, Tuesday, April 21; Leeds, Friday, April 24. Mr. Justice Mathew will proceed alone to Newcastle and Durham, but will be joined at Leeds by Mr. Justice Day.

Northern Circuit.

A. L. Smith and Wills, JJ.—Carlisle, Wednesday, April 15; Manchester, Friday, April 17; Liverpool, Saturday, April 25.

Prisoners only will be tried at these assizes, except at Manchester, Liverpool, and Leeds, where civil business will also be taken.

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Cardiff Masonic Club Company, Limited.—By an order made by Kay, J., dated March 21, it was ordered that the company be wound up, and that Ivor James Roberts, Cardiff, be continued as provincial official liquidator. Bell and Co, Bow churchyard, agents for Cousins, Cardiff

Patent Non-Explosive Boiler Company, Limited.—Petition for winding up, presented March 24, directed to be heard before Chitty, J., on Saturday, April 18. Myers, South sq, Gray's inn, solicitor for the petitioner

[*Gazette*, March 27.]

Brighton General Omnibus Company, Limited.—By an order made by Chitty, J., dated March 21, it was ordered that the company be wound up. Swain, Old Jewry, agent for Harker, Brighton, solicitor for the petitioner

Caloric Engine and Siren Fog Signals Company, Limited.—Petition for winding up, presented March 28, directed to be heard before Kay, J., on April 17. Courtenay and Co, Gracechurch st, solicitors for the petitioners

Paris Skating Rink Company, Limited.—Chitty, J., has by an order, dated Feb 23, appointed Samuel Barrow, 99, Gresham st, to be official liquidator

[*Gazette*, March 31.]

Unlimited in Chancery.

No. 1 Commercial Inn Benefit Building Society, Accrington.—Bacon, V.C., has by an order, dated Jan 15, appointed James Henry Heap, Accrington, to be official liquidator. Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, April 29, at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, March 27.]

Scaramanga and Company.—Petition for winding up, presented March 27, directed to be heard before Pearson, J., on Saturday, April 18. Freshfields and Williams, Bank bldgs, solicitors for the petitioners

[*Gazette*, March 31.]

County Palatine of Lancaster.

Limited in Chancery.

Bispwell Coal and Coke Company, Limited.—By an order made by Fox Bristowe, V.C., dated March 16, it was ordered that the voluntary winding up of the company be continued. Slater and Co, Manchester, solicitors for the petitioner

S. Charlton and Company, Limited.—By an order made by the Vice-Chancellor, dated March 16, it was ordered that the company be wound up. Bullock, Manchester, solicitor for the petitioner

[*Gazette*, March 27.]

Windermere Lake Side Hotel, Limited.—By an order made by the Vice-Chancellor, dated Feb 12, it was ordered that the hotel be wound up. Mansfield, Barrow in Furness, solicitor for the petitioners

[*Gazette*, March 31.]

Friendly Societies Dissolved.

Loyal Rock and Fountain Lodge, Loyal Order of Alfreds, Merthyr Unity, White Horse Inn, Blaenavon, Monmouth. March 25

Loyal Sons of Friendship Lodge, Order of Druids, Great Crosshall st, Liverpool. March 24

United Brothers' Friendly Society, Friendly Societies' Hall, Tunbridge Wells, Kent. March 24

Winchcombe Friendly Society, Plasterers' Arms, Abbey terrace, Winchcombe, Gloucester. March 27

[*Gazette*, March 27.]

Early Blossom Court, Ancient Order of Shepherdesses, White Hart Inn, Eccleshill, York. March 27

[*Gazette*, March 31.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

Chadwick, Alice, Oldham, Lancaster. April 25. Stott v Ashworth, Registrar, Manchester District. Sale and Co, Manchester

Inman, Samuel, Auston, York, Farmer. April 27. Inman v Inman, Chitty, J. Broomhead, Sheffield

Pratt, Edward, Torquay, Accountant. April 21. Pratt v Pratt, Bacon, V.C. Hooper, Torquay

Sanderson, William, Thorne, York, Bootmaker. April 21. Sanderson v Sanderson, Bacon, V.C. Foster, Thorne

Stokes, James, Cheetham, Manchester, Gent. April 25. Cox v Marriott, Registrar Manchester District. Bullock and Worthington, Manchester

Tubbs, Richard Thomas, Canonbury sq, Islington, Collector. April 27. Guardians of the Poor of the Parish of St Marylebone v Tubbs, Chitty, J. Saxelby, Ironmonger lane

[*Gazette*, March 27.]

Bourne, Sir James Dyson, West Drayton, Bart. April 30. Haynes v Buchanan, Pearson, J. Hughes, Liverpool

Dawkins, William, West Bromwich, Stafford, Painter. April 28. Martin Freeth, Chitty, J. Bache, West Bromwich

Hunt, Thomas, Hackenthorpe, Derby, Farmer. April 25. Hunt v Hunt, Pearson, J. Eckington, Derby

Kershaw, Betty, Sowerby Bridge, near Halifax. April 23. Kershaw v Kershaw, Chitty, J. Humphreys, Halifax

Potts, Samuel, Wilmslow, Chester, Labourer. April 18. Royle v Walsh, Registrar, Manchester District. Lamb, Manchester

[*Gazette*, March 31.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

Adams, Charles, Hertford, Corn Merchant. April 29. Armstrong, Hertford

Atherton, Walter Hyde, York, a Major 5th Dragoon Guards. May 1. Nicholson and Herbert, Spring gdns

Barneby, Thomas, Worcester, Solicitor. June 1. Yonge and Cox, Worcester

Bell, Thomas, Eckington, Derby, Grocer. May 25. Alderson and Co, Eckington

Blake, Harriett Lucas, Yateley, Southampton. April 12. Gale Crowdy, Chertsey

Brewerton, Charles, Walfield, Whetston, Gent. April 30. Marchant and Benwell, George yd, Lombard st

Budworth, Philip John, Greensted Hall, nr Ongar, Essex, Esq. May 1. Heales and Son, Carter lane, Doctors' commons

Chapman, Anne, Mottram in Longdendale, Chester. May 12. Jepson and Son, Manchester

Clements, Thomas, Redland, Bristol, Engineer. April 20. Danger and Cartwright, Bristol

Colman, George Augustus, Adelaide rd, South Hampstead, Solicitor. May 18. Colman, Argyll st, Regent st

Crisp, Stillingfleet Rayner, Creake Abbey, Norfolk, Farmer. April 1. Bircham, Fakenham, Norfolk

Dawson, William, Newcastle upon Tyne, Secretary. April 18. Arnott and Co, Newcastle upon Tyne

Dickinson, Mary Louisa, Enbridge Lodge, nr Newbury, Berks. April 9. Norton and Co, Coleman st

Dimmock, Lucy Ann, Ryde, Isle of Wight. May 1. Thirkell, Ryde

Duff, Joseph, Bishop Auckland, Durham, Gent. May 13. Proud, Bankside, Bishop Auckland

Edwards, William, King st, Cheapside, Accountant. June 24. Chapple and Co, Carter lane

Elliotson, Eliza, South Lambeth rd. April 23. Meredith and Co, New sq, Lincoln's inn

Eltoft, William, Brighton, Gent. June 24. Stott and Co, Rochdale

Felissent, Eustache Felix, Quincie Jumelles, Rhone, France. April 21. Stibbard and Co, Leadenhall st

Fletcher, James, Eling, Southampton, Timber Merchant. April 18. Tylee and Mortimer, Romsey

Fowler, William, Dalberg rd, Brixton, Gent. May 1. Pearce and Sons, Giltspur st

Fowler, William Henry James, Musbury, Devon, Yeoman. April 30. Forward, Axminster

Fox, William, Sheffield, Pattern Maker. June 24. Alderson and Co, Eckington

Foxcroft, John, Leece, Aldingham, Lancaster, Joiner. April 6. Tyson, Dalton in Furness

Franklyn, Henry William, Droxford, Hants, Esq. April 20. Danger and Cartwright, Bristol

Froggatt, Joseph, Newtown, Disley, Chester, Candlewick Spinner. April 21. Bennett and Co, Chapel en le Frith

Goold, John, Wotton Lodge, Gloucester, Tanner. May 23. Washbourn and Son, Gloucester

Gordon, Isidore Sigismund, Kimberley, South Africa, Diamond Miner. June 19. Oldman, Old Serjeants' inn, Chancery lane

Greville, Right Hon Baroness Emily Mary Anne, Clonyn, Westmeath. April 20. Nicholson and Herbert, Spring gdns

Hands, Frederick Wright, Colonel 39th Madras Native Infantry. April 14. How and Son, Shrewsbury

Hartley, John, Tong Castle, nr Shifnal, Salop, Esq. May 1. Corser and Co, Wolverhampton

Hastings, Dowager Lady Frances, Burgess Hill, Sussex. May 1. Torr and Co Bedford row

Haworth, Stephen, High st, Kingsland, Builder. May 15. Armstrong and Lamb, Old Jewry

Henty, Elizabeth, St Helen's, Lancaster. April 28. Ansdell and Eccles, St Helen's

Hetherington, William, Penrith, Cumberland, Yeoman. April 26. Little and Lamonby, Penrith

Hindle, William James, Barnsley, York, Civil Engineer. April 25. Tyas and Son, Barnsley

Hoy, John, South Shields, Gent. May 1. Blair, South Shields

Humphreys, Henry, Lieutenant, Welsh Regiment. May 26. Thomas Humphreys, Wath upon Dearne, nr Rotherman

LEGETT, ENOCH, Prebend st, Islington, Carpenter. April 16. Greenfield and Abbott, Queen Victoria st
LONGSDON, FREDERICK, Beighton, Derby, Steel Manufacturer. June 24. Alderson and Co, Eckington, nr Chesterfield
ISAACS, ABRAHAM, Artillery passage, Spitalfields, Retired Tradesman. May 1. Levirton, Devonshire sq, Bishopsgate st
JACKSON, SOPHIA MATILDA, Bow rd, Bromley. April 30. Stones and Co, Finsbury circus
MAY, ARTHUR PRIME, Great Crosby, Lancaster, Surgeon. April 24. Thornley and Cameron, Liverpool
MILLNS, JOHN HENRY, Moorgate st, Fruiterer. May 8. Janson and Co, Finsbury circus
MITCHELL, WILLIAM, Lawrence, Essex, Worsted Spinner. April 17. Weatherhead and Burr, Keighley
MORRIS, ELI, Northampton, Shoe Manufacturers' Manager. April 4. Wright and Co, Leicester
PEARSON, MARY, Westoe, Durham. April 20. Pearson, Barrow in Furness
POWELL, NATHANIEL JAMES, Shortlands, Beckenham, Kent, Gent. May 16. Herbert, Vigo st, Regent st
PRETYMAN, ERNEST WILLIAM SHEFFIELD, Portsea pl, Connaught sq, Lieutenant. April 20. Bannister, John st, Bedford row
RICKARDS, JOHN WITHERSTON, Lynmouth, Devon, Lieut-Colonel. May 14. Baker and Co, Weston super Mare
RICKARDS, LOUISA, Exeter. May 14. Baker and Co, Weston super Mare
RIGBY, WILLIAM, Croydon, Surrey, Gent. April 25. Rowland, Croydon
ROBINSON, SAMUEL, Wilmslow, Chester. May 14. Cunliffe and Co, Manchester
SAGAR, HOWARTH, Nelson, Lancaster, Cotton Spinner. April 30. Carr and Son, Colne
SANDBY, WILLIAM HENRY HERVEY, Fingest, Bucks, Gent. April 30. Harries and Co, Coleman st
SEWART, ALLAN JACKSON, Burton, Westmorland, Gent. April 30. Bellringer and Cunliffe, Liverpool
SKELTON, WILLIAM, Sutton Bridge, Lincoln, Esq. April 17. Mossop and Mossop, Long Sutton
SMITH, SARAH, Woolfold, Tottington Lower End, Bury, Lancaster, Butcher. April 18. Grundy and Co, Manchester
ST. LEGER, JANE ROBINA, Richmond, Surrey. April 20. Darley and Cumberland, John st, Bedford row
THEOBALD, ELIZABETH LAVINIA, Regent's pk rd. April 20. Bannister, John st, Bedford row
THOMPSON, WILLIAM, Leadenhall bldgs. April 6. Moon and Gilks, Lincoln's inn fields
WALKER, JOSEPH, Choriton, Chester, Farmer. April 2. Broughton and Co, Crewe
WANKLYN, WILLIAM, Grange over Sands, Lancaster, Gent. May 20. Hinde and Co, Manchester
WARD, WILLIAM DAWSON, Eccleshill, nr Bradford, York, Gent. April 30. Rawnsley, Bradford

[*Gazette*, March 20.]

BIRTHS.

GLEN.—March 25, at 2, Wynnstay-gardens, Kensington, the wife of R. Cunningham Glen, barrister-at-law, of a son.
JAMES.—March 24, the wife of Frank Herbert James, solicitor, of Baddow, Ferme-park-road, London, N., of a son.

LONDON GAZETTES.

FRIDAY, March 27, 1885.

RECEIVING ORDERS.

Andel, Thomas, Tower chmbers, Moorgate st, Foreign Agent. High Court. Pet Feb 24. Ord Mar 24. Exam Apr 29 at 11 at 34, Lincoln's inn fields
Atkinson, George Osborne, Sutton, Wine Merchant. High Court. Pet Mar 24. Ord Mar 24. Exam May 6 at 11 at 34, Lincoln's inn fields
Barker, Benjamin, Salford, Milk Dealer. Salford. Pet Mar 9. Ord Mar 25. Pet Mar 25. Exam Apr 15 at 11
Birkett, Matthew, Blackpool, Lancashire, Joiner. Preston. Pet Mar 23. Ord Mar 23. Exam Apr 17
Blackabey, Ezra, Bread st, Trimming Seller. High Court. Pet Feb 27. Ord Mar 24. Exam Apr 29 at 11 at 34, Lincoln's inn fields
Blackburn, Joseph, Richmond Yorks, Labourer. Stockton on Tees, and Middlesborough. Pet Mar 23. Ord Mar 23. Exam Mar 30
Blakeley, Harry Ernest, Liverpool, Ironmonger. Liverpool. Pet Mar 24. Ord Mar 24. Exam Apr 13 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool
Bolder, Charles Senior, New Clee, Draper. Great Grimsby. Pet Mar 23. Ord Mar 23. Exam Apr 8 at 11 at Townhall, Grimsby
Borman, Frank Tidswell, and Percival William Wilson, Wood st, Flower Warehousemen. High Court. Pet Mar 24. Ord Mar 24. Exam May 6 at 11 at 34, Lincoln's inn fields
Bosworth, Charles, Aston, Warwickshire, Builder. Birmingham. Pet Mar 23. Ord Mar 23. Exam Apr 28 at 11
Bowles, James, Algarkirk Fen, Lincolnshire, Farmer. Boston. Pet Mar 25. Ord Mar 25. Exam May 14 at 1
Brace, William, Andover, Hampshire, Timber Merchant's Foreman. Salisbury. Pet Mar 23. Ord Mar 23. Exam May 8 at 12
Braithwaite, John, Windermere, Westmoreland, Labourer. Kendal. Pet Mar 21. Ord Mar 25. Exam Apr 11 at 12 at Court house, Townhall, Kendal
Britton, Richard, Leeds, Commercial Traveller. Leeds. Pet Mar 23. Ord Mar 23. Exam Apr 14 at 11
Brown, James, residence not known. High Court. Pet Feb 19. Ord Mar 24. Exam Apr 29 at 11 at 34, Lincoln's inn fields
Church, Samuel, Sheffield, Provision Merchant. Sheffield. Pet March 24. Ord Mar 25. Exam April 23 at 11.30
Clark, Frederick, Birmingham, Beer Retailer. Birmingham. Pet Mar 5. Ord Mar 23. Exam Apr 28 at 11
Clark, Marmaduke, Ebbw Vale, Monmouthshire, Baker. Tredegar. Pet Mar 23. Ord Mar 23. Exam Apr 17 at 10.30
Crosbie, Samuel Hugh, Newcastle on Tyne, Stationer. Newcastle on Tyne. Pet Mar 23. Ord Mar 23. Exam Apr 2
Cruikshank, James, Beaconsfield Club, Pall Mall, Financial Agent. High Court. Pet Feb 9. Ord Mar 24. Exam Apr 29 at 11 at 34, Lincoln's inn fields
Dear, Conrad Burton, Newmarket All Saints, Cambridgeshire, Draper. Cambridge. Pet Mar 23. Ord Mar 23. Exam Apr 29 at 2
Field, Robert, Leeds, Travelling Auctioneer. Leeds. Pet Mar 24. Ord Mar 24. Exam Apr 14 at 11
Fisher, John, Ince, nr Wigan, Innkeeper. Wigan. Pet Mar 24. Ord Mar 24. Exam Apr 14 at 10.30
Gibson, James, Exeter, Tailor. Exeter. Pet Mar 13. Ord Mar 24. Exam Apr 16 at 11
Goodger, Charles Frederic, Wilton rd, Pimlico, Draper. High Court. Pet Mar 9. Ord Mar 23. Exam May 1 at 11 at 34, Lincoln's inn fields
Gordon, Joseph, Roman rd, Old Ford, Bow, Floorcloth Dealer. High Court. Pet Mar 25. Ord Mar 25. May 1 at 11 at 34, Lincoln's inn fields
Gregory, Thomas, Aston Clinton, Buckinghamshire, Horse Dealer. Aylesbury. Pet Mar 23. Ord Mar 23. Exam May 13 at 11.30 at County hall, Aylesbury
Halkett, Ralph, Bicester, Oxfordshire, Plumber. Oxford. Pet Mar 23. Ord Mar 23. Exam Apr 9 at 12
Hensman, Thomas James, Northampton, Currier. Northampton. Pet Mar 13. Ord Mar 24. Exam Apr 29
Hogan, Joseph, Birmingham, Clothier. Birmingham. Pet Mar 21. Ord Mar 24. Exam Apr 13 at 2
Jones, Thomas, Newtown, Montgomeryshire, Grocer. Newtown. Pet Mar 19. Ord Mar 25. Exam Apr 16
Jones, Thomas, Walton, Lancashire, Builder. Liverpool. Pet Mar 12. Ord Mar 24. Exam Apr 13 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool
Meyer, Henry, Leeds, Commission Agent. Leeds. Pet Mar 24. Ord Mar 24. Exam Apr 14 at 11
Miller, Samuel Henry, East Dulwich, Poulterer's Salesman. High Court. Pet Mar 24. Ord Mar 24. Exam Apr 30 at 11 at 34, Lincoln's inn fields
Miles, John, Llangefelach, Glamorganshire, Farmer. Swansea. Pet Mar 23. Ord Mar 24. Exam Apr 16
Musgrave, Thomas, Halton, nr Leeds, Commission Agent. Leeds. Pet Mar 24. Ord Mar 24. Exam Apr 14 at 11
Oldroyd, William, Thornhill, Yorkshire, Plumber. Dewsbury. Pet Mar 25. Ord Mar 25. Exam Apr 9
Oxley, John, Thuristone, nr Penistone, Earthenware Dealer. Barnsley. Pet Mar 25. Ord Mar 25. Exam Apr 30 at 11.30
Richards, William Howell, St Clears, Carmarthenshire, General Merchant. Carmarthen. Pet Mar 24. Ord Mar 24. Exam Apr 7
Ricketts, Edward, Bournemouth, Plumber and Bellhanger. Poole. Pet Mar 2?. Ord Mar 23. Exam Apr 22 at 3.30 at Townhall, Poole
Robinson, Thomas, Farnley, nr Leeds, Woollen Cloth Manufacturer. Leeds. Pet Mar 20. Ord Mar 23. Exam Apr 14 at 11
Sinclair, Walter, Coventry st, Jeweller. High Court. Pet Mar 9. Ord Mar 23. Exam Apr 28 at 11.30 at 34, Lincoln's inn fields
Thatcher, Alfred, Taunton, Journeyman Mason. Taunton. Pet Mar 23. Ord Mar 23. Exam Apr 11 at 10 at Guildhall, Taunton
Whitewood, William Charles, Cranborne, Dorsetshire, Hotel Keeper. Poole. Pet Mar 24. Ord Mar 24. Exam Apr 22 at 4 at Townhall, Poole
Williams, James, Southampton, Grocer. Southampton. Pet Mar 11. Ord Mar 25. Exam Apr 13 at 12
Williams, Thomas, Crumpsall, Lancashire, Builder. Manchester. Pet Mar 6. Ord Mar 23 Exam Apr 13 at 12.30

FIRST MEETINGS.

Abrahams, Isaac, Houndsditch, Fancy Warehouseman. Apr 16 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Badcock, John Elliott, Newton Abbot, Devonshire, Provision Dealer. Apr 9 at 11. Castle of Exeter, Exeter
Bagnall, Thomas Albert, Rotherham, Yorkshire, Fruiterer. Apr 8 at 11. Official Receiver, Figtree lane, Sheffield
Blackburn, Joseph, Richmond, York, Farm Labourer. Apr 8 at 11. Official Receiver, 8, Albert rd, Middlesborough
Bosworth, Charles, Aston, Warwickshire, Builder. Apr 9 at 11. Official Receiver, Birmingham
Brace, William, Andover, Timber Merchant's Foreman. Apr 8 at 11.30. Official Receiver, City chbrs, Salisbury
Braithwaite, John, Windermere, Westmoreland, Labourer. Apr 11 at 11. Official Receiver, 37, Stramongate, Kendal
Britton, Richard, Leeds, Commercial Traveller. Apr 10 at 3. Official Receiver, 22, Park row, Leeds
Churchward, Owen, and Hedley Churchward, Aldershot, Wine Merchants. Apr 8 at 12. 28 and 29, St. Swithin's lane
Clark, Frederick, Birmingham, Beer Retailer. Apr 9 at 3. Official Receiver, Birmingham
Clarke, Marmaduke, Ebbw Vale, Monmouthshire, Baker. Apr 4 at 12. Official Receiver, Merthyr Tydfil
Cooper, John Whittington, Wandsworth rd, Grocer's Assistant. Apr 15 at 11. 33, Carey st, Lincoln's inn
Crockett, Henry, West Derby, Lancashire, Cotton Dealer. Apr 8 at 3. Official Receiver, 35, Victoria st, Liverpool
Crosbie, Samuel Hugh, Newcastle on Tyne, Stationer. Apr 4 at 11.30. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Dear, Conrad Burton, Newmarket All Saints, Cambridgeshire, Draper. Apr 9 at 2. Cannon st Hotel
Enoch, William, Staunton, Gloucestershire, no occupation. Apr 4 at 11. 12, Tredegar pl, Newport, Mon
Field, Robert, Leeds, Travelling Auctioneer. Apr 9 at 4. Official Receiver, 22, Park row, Leeds
Fisher, John, Ince, nr Wigan, Innkeeper. Apr 14 at 11. County Court bldgs, Wigan
Gibson, James, Exeter, Tailor. Apr 9 at 12. The Castle of Exeter, Exeter
Green, Henry, Nottingham, Corn Factor. Apr 3 at 12. Official Receiver, Exchange walk, Nottingham
Heap, John William, Huddersfield, Woollen Merchant. Apr 14 at 3. Official Receiver, New st, Huddersfield
Hirst, Charles, Armley, nr Leeds, Foreman Cloth Finisher. Apr 9 at 3. Official Receiver, 22, Park row, Leeds
Hodgkinson, Edmund, Tipton, Staffordshire, out of business. Apr 14 at 10.30. Official Receiver, Dudley
Hubberstey, James, Rainhill, Lancashire, Innkeeper. Apr 8 at 2. Official Receiver, 35, Victoria st, Liverpool
Knightley, George, Bethnal Green rd, Saddler. Apr 13 at 3. 33, Carey st, Lincoln's inn
Lake, Hon. Graham, Brighton, Gentleman. Apr 13 at 11. 33, Carey st, Lincoln's inn
Luff, George Thomas Baker, Westbourne st, Pimlico, Carver. Apr 13 at 2. 33, Carey st, Lincoln's inn
McGregor, Malcolm, jun., and Frederick Cooper Bates, Rood lane, Surveyors. Apr 15 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Meadows, William Alfred, Rainhill, Lancashire, Tar Distiller. Apr 9 at 2. Official Receiver, 35, Victoria st, Liverpool
Meyer, Henry, Leeds, Commission Agent. Apr 10 at 4. Official Receiver, 22, Park row, Leeds
Miles, John, Llangefelach, Glamorganshire, Farmer. Apr 7 at 11. Official Receiver, 6, Rutland st, Swansea
Morgan, James, and Arthur William Morgan, Gt Yarmouth, Bootmakers. Apr 7 at 11. Official Receiver, Queen st, Norwich
Musgrave, Thomas, Halton, nr Leeds, Commission Agent. Apr 11 at 11. Official Receiver, 22, Park row, Leeds
Pharaoh, William, Pownall rd, Fulham, Bootmaker. Apr 15 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Ricketts, Edward, Bournemouth, Plumber. Apr 9 at 1.30. Official Receiver, City chbrs, Salisbury

Sanford, George Smale, Exeter, Builder. Apr 9 at 11. The Castle of Exeter, Exeter

Stagg, Charles, Church rd, Croydon, Builder. Apr 9 at 3. Official Receiver, 109, Victoria st, Westminster

Still, Edward, Roydon, Essex, Ship Broker's Clerk. Apr 8 at 11. 28 and 29, St Swithin's lane

Thatcher, Alfred, Taunton, Journeyman Mason. Apr 8 at 11. Official Receiver, 9, Middle st, Taunton

Wakeham, Nicholas, Plymouth, Tailor. Apr 9 at 11. Official Receiver, 18, Frankfort st, Plymouth

Ward, John, Sheffield, Publican. Apr 8 at 12. Official Receiver, Figtree lane, Sheffield

Waterman, Andrew, Livingstone rd, Thornton Heath, Builder. Apr 8 at 3. Official Receiver, 109, Victoria st, Westminster

Whiting, Tom Walker, Cursitor st, Chancery lane, Lithographer. Apr 13 at 3. 33, Carey st, Lincoln's inn

Whittle, Frederick Peter, Ormskirk, Lancashire, Grocer. Apr 8 at 3.30. Official Receiver, 35, Victoria st, Liverpool

Wilson-Haffenden, John, Alexandra rd, Gipsy hill, Norwood, Surrey, Clerk in Holy Orders. Apr 15 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Williams, James, Southampton, Grocer. Apr 8 at 2. Official Receiver, 4, East st, Southampton

ADJUDICATIONS.

Ash, Joseph Bryer, Lymington, Hampshire, Draper. Southampton. Pet Feb 12. Ord Mar 23

Atkinson, George Osborne, Sutton, Surrey, Wine Merchant. High Court. Pet Mar 24. Ord Mar 24

Bagnese, John Charles, Sunninghill, Berkshire, Boot Manufacturer. Kingston, Surrey. Pet Sept 25. Ord Mar 25

Bates, Frederick Cooper, Borough rd, Southwark, out of business. High Court. Pet Feb 4. Ord Mar 24

Becket, Charles, Bath, Auctioneer. Bath. Pet Feb 16. Ord Mar 23

Blackburn, Joseph, Richmond, Yorks, Farm Labourer. Stockton on Tees and Middlesborough. Pet Mar 23. Ord Mar 23

Braithwaite, John, Windermere, Westmorland, Labourer. Kendal. Pet Mar 21. Ord Mar 25

Clark, Marmaduke, Ebbw Vale, Mon, Baker. Tredegar. Pet Mar 23. Ord Mar 24

Crosbie, Samuel Hugh, Newcastle upon Tyne, Stationer. Newcastle upon Tyne. Pet Mar 23. Ord Mar 24

De Tomanzie, Ethens, Liverpool, Doctor of Medicine. Liverpool. Pet Mar 2. Ord Mar 24

Divall, Henry, Brighton, Licensed Victualler. Brighton. Pet Mar 5. Ord Mar 23

Dudson, Samuel, and Charles Henry Parrish, Nottingham, Joiners. Nottingham. Pet Feb 27. Ord March 25

Endacott, Charlotte, Stoke Canon, Devonshire, Widow. Exeter. Pet Feb 23. Ord March 24

Fisher, John, Ince, nr Wigan, Innkeeper. Wigan. Pet March 24. Ord March 24

Goodger, Charles Frederic, Wilton rd, Pimlico, Draper. High Court. Pet March 9. Ord March 23

Gordon, Joseph, Roman rd, Old Ford, Bow, Floorcloth Dealer. High Court. Pet March 25. Ord March 25

Harrison, William, Redmile, Leicestershire, Innkeeper. Nottingham, Pet March 2. Ord March 24

Hastings, Marian Cassells, Bishopwearmouth, Durham, Widow. Sunderland. Pet March 16. Ord March 23

Hensby, George, Granville terr, Mayes rd, Tottenham, Builder. Edmonton. Pet Dec 22. Ord March 23

Heywood, Robert, Baron's Court rd, West Kensington, Commission Agent. High Court. Pet Feb 7. Ord March 24

Hunt, Horace Edwin, Burton upon Trent, Innkeeper. Burton upon Trent. Pet March 5. Ord March 23

Israel, Julius, Curtain rd, Shoreditch, Wholesale Confectioner. High Court. Pet Feb 17. Ord March 24

Jensen, Carl, High st, Poplar, Ship Chandler. High Court. Pet Feb 19. Ord March 24

Johnson, John Wood, Newark upon Trent, Solicitor's Clerk. Nottingham. Pet Feb 10. Ord March 23

Marsh, John, address unknown, of no occupation. Bath. Pet March 6. Ord March 23

Mead, Arthur, Shrewton, Wiltshire, Harness Maker. Salisbury. Pet March 4. Ord March 23

Miles, John, Llangefelach, Glamorgan, Farmer. Swansea. Pet March 23. Ord March 24

Millechap, John, Bromyard, Hereford, Boot Manufacturer. Worcester. Pet March 16. Ord March 24

Morris, John, Midhurst, Sussex, Tailor. Brighton. Pet Feb 20. Ord March 23

Ostler, William Edward, Southampton, Licensed Victualler. Southampton. Pet Feb 27. Ord March 23

Priest, Robert Alfred, Manchester, Furnishing Ironmonger. Manchester. Pet March 13. Ord March 23

Simpkin, John, Ilkeston, Derbyshire, Builder. Derby. Pet Feb 23. Ord March 25

Symes, Jacob Henry, Woodrooffe ter, Harrow rd, Provision Merchant. High Court. Pet Feb 19. Ord March 25

Thatcher, Alfred, Taunton, Journeyman Stonemason. Taunton. Pet March 23. Ord March 23

Walker, Edward, Chatburn, Lancashire, Licensed Victualler. Blackburn. Pet Dec 20. Ord March 24

Whitwood, William Charles, Cranborne, Dorset, Hotel Keeper. Poole. Pet March 24. Ord March 24

Wood, Benjamin Thomas, Linscott rd, Clapton, Builder. High Court. Pet Feb 25. Ord March 24

The following amended notice is substituted for that published in the London Gazette of March 24.

Jones, William Jordan, Albury, Hertford, Saddler. Hertford. Pet Feb 26. Ord March 21

TUESDAY, March 31, 1885.

RECEIVING ORDERS.

Barrs, William Dennis, Dudley, Worcestershire, Fender Manufacturer. Dudley. Pet Mar 25. Ord Mar 25. Exam Apr 16 at 11.30

Basham, Alfred William, Curtain rd, Kingsland rd, Middlesex, Timber Merchant. High Court. Pet Mar 26. Ord Mar 26. Exam May 6 at 11 at 34, Lincoln's inn fields

Bennett, Alfred, Broomwood rd, Wandsworth, Builder. Wandsworth. Pet Feb 28. Ord Mar 26. Exam Apr 23

Birnpfel, Joseph, and Henry Grunbaum, Golden lane, Barbican, Hat Manufacturers. High Court. Pet Mar 25. Ord Mar 25. Exam May 6 at 11 at 34, Lincoln's inn fields

Burton, William, Crowle, Lincolnshire, Farmer. Sheffield. Pet Mar 27. Ord Mar 27. Exam Apr 23 at 11.30

Butcher, George, Euston rd, Shipping Agent. High Court. Pet Mar 28. Ord Mar 28. Exam May 6 at 11 at 34, Lincoln's inn fields

Clegg, John, and James Clegg, Heywood, Lancashire, Drysalters. Bolton. Pet Mar 26. Ord Mar 26. Exam Apr 20 at 11

Corbett, John, and John Francis Corbett, Dudley hill, nr Bradford, Stuff Manufacturers. Bradford. Pet Mar 26. Ord Mar 28. Exam Apr 21 at 12

Cornwall, Sarah, Clevedon, Somerset, Widow. Bristol. Pet Mar 27. Ord Mar 27. Exam Apr 21 at 12 at Guildhall, Bristol

Crowston, George, Bardney, Lincolnshire, Farmer. Lincoln. Pet Mar 27. Ord Mar 27. Exam Apr 14

Deere, Thomas Clayton, Staines rd, Hounslow, Brewer. High Court. Pet Mar 26. Ord Mar 26. Exam May 6 at 11 at 34, Lincoln's inn fields

Dickinson, Daniel, Workington, Cumberland, Coal Agent. Cockermouth and Workington. Pet Mar 26. Ord Mar 26. Exam Apr 13 at 4

Dormer, William Thomas, Gt Wigston, Leicestershire, Butcher. Leicester. Pet Mar 26. Ord Mar 26. Exam Apr 15 at 10

Driver, James, jun, Diss, Norfolk, Tailor. Ipswich. Pet Mar 17. Ord Mar 27. Exam Apr 23 at 11

Elsworth, Joseph, Todmorden, Yorkshire, Contractor. Burnley. Pet Mar 26. Ord Mar 26. Exam Apr 9 at 11

Fiedler, Charles, Kingston upon Hull, Private Inquiry Agent. Kingston upon Hull. Pet Mar 28. Ord Mar 28. Exam Apr 20 at 2 at the Court house, Townhall, Hull

Foster, David Cameron, Kingston upon Hull, Soda Water Manufacturer. Kingston upon Hull Pet Mar 27. Ord Mar 27. Exam Apr 20 at 2 at the Court house, Townhall, Hull

Frantz, Paul, Upper st, Islington, Club Proprietor. High Court. Pet Mar 7. Ord Mar 25. Exam May 1 at 11 at 34, Lincoln's inn fields

Goodwin, A. L., Queen's rd, New Cross gate, Draper. High Court. Pet Mar 6. Ord Mar 25. Exam May 1 at 11 at 34, Lincoln's inn fields

Hedges, John James, Stratford on Avon, Bootmaker. Warwick. Pet Mar 26. Ord Mar 26. Exam Apr 21

Hellyer, Henry, Southsea, Draper. Portsmouth. Pet Mar 12. Ord Mar 26. Exam Apr 13

Lafargue, Frederick, Her Majesty's Theatre, Haymarket, Theatrical Lessee. High Court. Pet Mar 16. Ord Mar 27. Exam Apr 30 at 11.30 at 34, Lincoln's inn fields

McAdam, Edward Adam, Leonard pl, St Mary Abbotts, Kensington, Grocer. High Court. Pet Mar 27. Ord Mar 27. Exam Apr 30 at 11.30 at 34, Lincoln's inn fields

McCulloch, Samuel, Liverpool, Grocer. Liverpool. Pet Mar 26. Ord Mar 26. Exam Apr 13 at 11.30 at the Court house, Government bldgs, Victoria st, Liverpool

Miller, Joseph, Wareham, Dorsetshire, Coal Merchant. Poole. Pet Mar 26. Ord Mar 26. Exam Apr 29 at 3 at Townhall, Poole

Morris, David, Penygraig, Glamorganshire, Grocer. Pontypridd. Pet Mar 26. Ord Mar 26. Exam Apr 14 at 2.30

Moss, James William, and English Pearson, Hanley, Tailors. Hanley, Burslem, and Tunstall. Pet Mar 18. Ord Mar 27. Exam Apr 24 at 11 at the Townhall, Hanley

Muller, Maria, Northampton sq, Clerkenwell, Furrier. High Court. Pet Mar 27 Ord Mar 27. Exam Apr 30 at 11 30 at 34, Lincoln's inn fields

Naylor, Thomas, Cleckheaton, Yorkshire, Jeweller. Bradford. Pet Mar 27. Ord Mar 27. Exam Apr 14 at 12

Pudsey, Rounding, Flamborough, Yorkshire, Fish Dealer. Scarborough. Pet Mar 27. Ord Mar 27 Exam Apr 29 at 2

Richardson, Raymund, Holywell, Licensed Victualler. Chester. Pet Mar 27. Ord Mar 27. Exam Apr 30 at 12

Ring, Richard Charles, and Richard Frank Ring, Bristol, Coal Merchants. Bristol. Pet March 20. Ord March 26. Exam April 17 at 12, at Guildhall, Bristol

Rogers, Henry Harold, Stroud Green, Commission Agent. High Court. Pet Mar 26. Ord Mar 26. Exam May 5 at 11, at 34, Lincoln's inn fields

Scudamore, John, Little Pengethley, Farmer. Hereford. Pet Mar 20. Ord Mar 27. Exam Apr 17

Simonds, Brewin William, Leicester, Yarn Agent. Leicester. Pet Mar 26. Ord Mar 28. Exam Apr 15 at 10

Stronach, Donald, Ripon, Yorkshire, Draper. Northallerton. Pet Mar 27. Ord Mar 27. Exam Apr 14 at 11.30, at Court house, Northallerton

Underwood, Robert John, and George Henry Underwood, Bournemouth, Cabinet Makers. Poole. Pet Mar 26. Ord Mar 26. Exam Apr 29 at 2, at Townhall, Poole

Wetson, James, Ledbury, Herefordshire, Innkeeper. Worcester. Pet Mar 27. Ord Mar 27. Exam Apr 10 at 12

Willis, Arthur H., Lausanne rd, Peckham, Gentleman. High Court. Pet Feb 16 Ord Mar 16. Exam May 5, at 11, at 34, Lincoln's inn fields

Woodman, James, Henley-in-Arden, Warwickshire, Licensed Victualler. Warwick. Pet Mar 12. Ord Mar 25. Exam Apr 21

ORDER RESCINDING RECEIVING ORDER AND ANNULLING ADJUDICATION.

Garrod, Henry, Eastcheap, Wine Merchant. High Court. Adjud Dec 4. Date of Rescinding Receiving Ord and of Annul of Adjud, Mar 19

FIRST MEETINGS.

Barker, Benjamin, Salford, Lancashire, Milk Dealer. Apr 15 at 11.30. Court house, Encombe pl, Salford

Barnes, Richard, Liverpool, Flour Dealer. Apr 8 at 12. Official Receiver, 35, Victoria st., Liverpool

Barrow, W. J. M. Temple, Grand Hotel, Charing Cross, Esquire. Apr 16 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Barrs, William Dennis, Dudley, Fender Manufacturer. Apr 16 at 10. Official Receiver, Dudley

Birkett, Matthew, Blackpool, Joiner. Apr 10 at 2. Lane Ends Hotel, Blackpool

Bishop, Robert, Grove rd, Windsor, Berkshire, Builder. Apr 11 at 11. County Court Offices, William st, Windsor

Blakeley, Harry Ernest, Liverpool, Ironmonger. Apr 14 at 3. Official Receiver, 35, Victoria st, Liverpool

Bolder, Charles, sen, New Clee, nr Gt Grimsby, Draper. Apr 9 at 4. Official Receiver, 3, Haven st, Gt Grimsby

Bown, Charles Henry Cullerne, King st, Hammersmith, Provision Merchant. Apr 16 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Brangwin, Francis, and Herbert Ridley, Graham rd, Hackney, Ironmongers. Apr 17 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Burton, William, Eastoft, Lincolnshire, Farmer. Apr 10 at 2. Official Receiver, Figtree lane, Sheffield

Church, Samuel, Sheffield, Provision Merchant. Apr 10 at 3. Official Receiver, Figtree lane, Sheffield

Clegg, John, and James Clegg, Heywood, Drysalters. Apr 9 at 11. 16, Wood st, Bolton

Cornwall, Sarah, Clevedon, Somersetshire, Widow. Apr 11 at 11.15. Official Receiver, Taunton

D'Equilles, Count Edmond, Jermyn st, St James's, Westminster. Apr 17 at 12. 33, Carey st, Lincoln's inn

Dickinson, Daniel, Workington, Cumberland, Coal Agent. Apr 9 at 3.30. 67, Duke st, Whitehaven

Dormer, William Thomas, Gt Wigston, Leicestershire, Butcher. Apr 9 at 12. Official Receiver, 28, Friar lane, Leicester

Driver, James, jun, Diss, Norfolk, Tailor and Outfitter. Apr 9 at 12.15. Official Receiver, 2, Westgate st. Ipswich

Elsworth, Joseph, Todmorden, York, Contractor. Apr 8 at 3.30. Queen's Hotel, Todmorden

Fiedler, Charles, Kingston upon Hull, Private Inquiry Agent. Apr 11 at 11. Hall of Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull

Foster, David Cameron, 101, Hessle rd, Kingston upon Hull, Soda Water, Lemonade, Ginger Beer, and Cordial Manufacturer. April 10 at 2.30 at the Hall of Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Freeman, Frederic Bacon, and Harry Edgar Trotman, Phipps st, Shoreditch, Plate Glass Factors. Apr 17 at 11 at Bankruptcy bldgs, Portugal st, Lincoln's inn
Halkett, Ralph, Bicester, Oxfordshire, Plumber. Apr 9 at 11. Official Receiver, 1, St Aldate's, Oxford
Hedges, John James, Stratford upon Avon, Warwickshire, Bootmaker. Apr 9 at 11.15. W. B. Sanderson, solicitor, Church st, Warwick
Hellyer, Henry, Southsea, Draper. Apr 13 at 2.30. Official Receiver, Queen st, Portsea
Hensman, Thomas James, Northampton, Currier. Apr 9 at 3 at County Court bldgs, Northampton
Hogan, Joseph, Birmingham, Clothier. Apr 15 at 12. Official Receiver, Huddersfield
Jones, Thomas, Newtown, Montgomeryshire, Grocer. Apr 8 at 1. Official Receiver, Lanidloes, Montgomeryshire
Leighton, John Henry, Deptford, Kent, Tailor. Apr 13 at 3. Official Receiver, 109, Victoria st, Westminster
Merritt, John Silas (sep estate), Bristol, Haulier. Apr 10 at 12.30. Official Receiver, Bank chbrs, Bristol
Merritt, John Silas, and William Henry Merritt, Bristol, Hauliers. Apr 10 at 12. Official Receiver, Bank chbrs, Bristol
Merritt, William Henry (sep estate), Bristol, Haulier. Apr 10 at 12.40. Official Receiver, Bank chbrs, Bristol
Morris, David, Penygraig, Glamorganshire, Grocer. Apr 8 at 12. Official Receiver, Merthyr Tydfil
Miller, Joseph, Wareham, Dorsetshire, Coal Merchant. Apr 9 at 3. Official Receiver, Salisbury
Naylor, Thomas, Cleckheaton, Yorkshire, Jeweller. Apr 9 at 12. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Nichols, William, Walton, Norfolk, Plumber. Apr 7 at 3. Official Receiver, Norwich
Oldroyd, William, Thornhill, Yorkshire, Plumber. Apr 8 at 10. Official Receiver, Bank chbrs, Batley
Osborn, John, Clapham pk rd, Builder. Apr 14 at 3. Official Receiver, 109, Victoria st, Westminster
Oxley, John, Thuristone, nr Penistone, Yorkshire, Earthenware Dealer. April 10 at 11.30 at County Court hall, Barnsley
Pearse, George Edgar Hope (separate estate), Crosby sq, Merchant. Apr 16 at 12. 33, Carey st, Lincoln's inn
Prince, George, Portsea, Bootmaker. Apr 13 at 11. Official Receiver, 196, Queen st Portsea
Richards, William Howell, St. Clears, Carmarthenshire, General Merchant. Apr 7 at 11. Official Receiver, 8, Quay st, Carmarthen
Ring, Richard Charles, and Richard Frank Ring, Bristol, Merchants. Apr 9 at 12. Official Receiver, Bank chbrs, Bristol
Ring, Richard Frank (separate estate), Chisholme, Weston-super-Mare, Coal Merchant. Apr 9 at 1. Official Reteiver, Bank chbrs, Bristol
Ring, Richard Charles (separate estate), Whitchurch Somersetshire, Coal Merchant. Apr 9 at 12.45. Official Receiver, Bank chbrs, Bristol
Sampson, William, Walthamstow, Essex, Builder. Apr 16 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
Sawyer, John William, Arthur st West, Builder. Apr 15 at 3. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Simonds, Brewin William, Leicester, Yarn Agent. Apr 10 at 3. Official Receiver, 28, Friar lane, Leicester
Tasker, William, Wellington st, Architect. Apr 17 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Underwood, Robert John, and George Henry Underwood, Bournemouth, Cabinet Makers. Apr 9 at 11. Official Receiver, Salisbury
Wetson, James, Ledbury, Herefordshire, Innkeeper. Apr 10 at 11.30. Official Receiver, Worcester
Whewell, William, Over Darwen, Lancashire, Collier. Apr 8 at 1. County Court house, Blackburn
Whitewood, William Charles, Cranborne, Dorsetshire, Hotel Keeper. Apr 8 at 3.30. Official Receiver, Salisbury
Whittaker, James, Wistaston, Cheshire, Farmer. Apr 8 at 11.30. Royal Hotel, Crewe
Williams, Thomas, Crumpsall, Lancashire, Builder. Apr 14 at 3. Official Receiver, Ogden's chbrs, Manchester

The following amended notice is substituted for that published in the London Gazette of Mar 24.

Sheppard, Fanny, West Bromwich, Staffordshire, Boot Dealer. Apr 13 at 10.30. Official Receiver, Birmingham

The following Amended Notice is substituted for that published in the London Gazette of Mar 27.

Whittle, Frederick Peter, Ormskirk, Lancashire, Grocer. Apr 10 at 2. Official Receiver, 35, Victoria st, Liverpool

ADJUDICATIONS.

Airey, Edmund, George Airey, Bartholomew Arkwright Airey, and George Airey and Bartholomew Arkwright Airey, Brighouse, York, Silk Merchants, Halifax. Pet March 2. Ord March 27
Allen, Edward Manley, Hungerford, Grocer. Newbury. Pet Feb 27. Ord March 26
Brier, Samuel, and Frederick Webster, Halifax, Woolstaplers. Halifax. Pet Feb 28. Ord March 25
Britton, Richard, Leeds, Commercial Traveller. Leeds. Pet March 23. Ord March 27
Brown, Felice, Birmingham, Clerk. Birmingham. Pet March 13. Ord March 28
Bull, Henry, Redruth, Cornwall, Tailor. Truro. Pet Feb 2. Ord March 25
Burgess, James, Clifton, Bristol, Grocer. Bristol. Pet March 11. Ord March 28
Butcher, George, Euston rd, Shipping Agent. High Court. Pet March 28. Ord March 28
Campion, Henry, Nottingham, out of business. Nottingham. Pet Feb 25. Ord March 26
Carlile, James Walker, Widnes, Lancashire, Timber Merchant. Liverpool. Pet Feb 28. Ord March 28
Cornwall, Sarah, Clevedon, Somersetshire, Widow. Bristol. Pet March 27. Ord March 27
Crowston, George, Bardney, Lincolnshire, Farmer. Lincoln. Pet March 27. Ord March 27
Drummond, John, South Shields, of no occupation. Newcastle on Tyne. Pet March 21. Ord March 27
Elsworth, Joseph, Todmorden, Yorkshire, Contractor. Burnley. Pet March 26. Ord March 26
Elton, F C, Charles st, Regent st, Retired Colonel. High Court. Pet Nov 17. Ord Mar 27
Fiedler, Charles, Kingston upon Hull, Private Inquiry Agent. Kingston upon Hull. Pet Mar 26. Ord Mar 26
Field, Robert, Leeds, Travelling Auctioneer. Leeds. Pet Mar 24. Ord Mar 27
Garner, Stanley, Egremont, Cheshire, Milk Dealer. Birkenhead. Pet Mar 13. Ord Mar 26
Graham, Charles Edward, Wakefield, York, Chief Clerk in West Riding Registry of Deeds. Wakefield. Pet Mar 11. Ord Mar 25
Harwood, James, Brighton, Shoe Maker. Brighton. Pet Feb 11. Ord Mar 26
Hellyer, Henry, Southsea, Draper. Portsmouth. Pet Mar 12. Ord Mar 28
Kent, Bristow, Sheffield, Fruit Salesman. Sheffield. Pet Feb 25. Ord Mar 26
McCulloch, Samuel, Liverpool, Grocer. Liverpool. Pet Mar 26. Ord Mar 26
Meyer, Henry, Leeds, Commission Agent. Leeds. Pet Mar 24. Ord Mar 27
Morgan, James, and Arthur William Morgan, Gt Yarmouth, Boot Makers. Gt Yarmouth. Pet Mar 16. Ord Mar 26
Musgrave, Thomas, Halton, near Leeds, Commission Agent. Leeds. Pet Mar 24. Ord Mar 27
Oldroyd, William, Thornhill, Yorkshire, Plumber. Dewsbury. Pet Mar 25. Ord Mar 27
Price, Henry, Bow lane, Agent. High Court. Pet Feb 4. Ord Mar 20
Prince, George, Portsea, Boot Maker. Portsmouth. Pet Mar 18. Ord Mar 20
Rawlinson, Edward, Scarborough, Smack Owner. Scarborough. Pet Feb 28. Ord Mar 26
Rayson, Alfred, South st, Ponder's End, Corn Merchant and Miller. Edmonton. Pet Feb 25. Ord Mar 26
Richardson, Raymund, Holywell, Licensed Victualler. Chester. Pet Mar 27. Ord Mar 27
Robinson, Francis, Penistone, Yorkshire, Butcher. Barnsley. Pet Mar 11. Ord Mar 26
Robinson, Isaac, Shap, Westmoreland, Provision Merchant. Carlisle. Pet March 12. Ord March 27
Scudamore, John, Little Pengethley, Heatland, Farmer. Hereford. Pet March 20. Ord March 27
Searle, Samuel, St Austell, Cornwall, Builder. Truro. Pet Feb 25. Ord March 25
Shadwick, Philip, Swansea, Clothier. Swansea. Pet Feb 20. Ord March 27
Sinclair, Sinclair Anderson, Brighton, Draper. Brighton. Pet Feb 25. Ord March 26
Spencer, Blakey, Halifax, Top Maker. Halifax. Pet March 5. Ord March 27
Sugars, William. Scarborough, Grocer. Scarborough. Pet March 2. Ord March 26
Terrell, Gilbert Howard, Laurence Pountney lane, Solicitor. High Court. Pet Jan 10. Ord March 26
Townsend, George, Birstall, Leicester, Gent. Leicester. Pet Feb 28. Ord March 28
Tregaskis, Samuel Thomas, St Issey, Cornwall, Corn Merchant. Truro. Pet Oct 18. Ord March 28
Tummon, Joseph Morecombe, East Brent, Somerset, General Draper. Bridgwater. Pet March 9. Ord March 28
Turner, William, Kingston upon Hull, Draper. Kingston upon Hull. Pet March 12. Ord March 27
Wetson, James, Ledbury, Hereford, Innkeeper. Worcester. Pet March 27. Ord March 27
Whittaker, James, Wistaston, Cheshire, Farmer. Nantwich and Crewe. Pet March 21. Ord March 27
Wilkinson, Samuel, Brighouse, York, Cashier. Halifax. Pet March 2. Ord March 27
Wooster, William, Beaconsfield, Buckingham, Miller. Windsor. Pet March 3. Ord March 26

ADJUDICATION ANNULLED.

Quinn, James, Gateshead, Innkeeper. Newcastle on Tyne. Adj March 10. And March 20

The Subscription to the SOLICITORS' JOURNAL *is*—*Town*, 26*s.*; *Country*, 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office*—*cloth*, 2*s.* 6*d.*, *half law calf*, 5*s.* 6*d.*

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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ROSHERVILLE, KENT, and PENTONVILLE, MIDDLESEX.

Valuable Leasehold Dwelling-houses, for investment or occupation.

MESSRS. NORTON, TRIST, WATNEY, & CO. are instructed by Executors to Offer for SALE by AUCTION, at the MART, City, on FRIDAY, APRIL 24, in Lots, valuable LEASEHOLD PROPERTIES, as follows:—

THREE RESIDENCES, Nos. 1, 2, and 6, Pier-road, Rosherville, Gravesend, Kent. Held for 51 years at ground-rents. No. 1 is let on lease at £42 per annum, and Nos. 2 and 6 are in hand.

TWO HOUSES, Nos. 37 and 38, Barclay-street, St. Pancras. Held for 36½ years at £5, and let on lease at £52 10s. per annum.

A DWELLING HOUSE, No. 12, South-street, Pentonville. Held for about 50 years at £1, and let at £26 per annum.

Particulars may be obtained of Messrs. Kingsford, Dorman, Kingsford, Candler, & Moore, Solicitors, 23, Essex-street, Strand; and of the Auctioneers, 62, Old-Broad-street, E.C.

TUFNELL PARK ROAD and HOLLOWAY ROAD.

Well-secured Leasehold Improved Ground-rents, &c., amounting together to £226 5s. per annum, offering eligible investments.

MESSRS. NORTON, TRIST, WATNEY, & CO. are instructed by Executors to Offer for SALE by AUCTION, at the MART, City, on FRIDAY, APRIL 24, at TWO o'clock precisely, in Lots, the following valuable LEASEHOLD INVESTMENTS:—

IMPROVED GROUND-RENTS, amounting together to £198 10s. per annum, amply secured upon numerous dwelling-houses and premises situate Nos. 103 to 125 and 114 to 136, alternate numbers, and No. 91, Tufnell-park-road, Holloway-road. The whole held for about 79 years at nominal ground-rents, and underlet for the full term.

An IMPROVED RENTAL of £27 15s. per annum, secured upon a shop and premises, No. 452, Holloway-road. Held for about five years at £5 5s., and underlet for the full term at £33 per annum.

Particulars may be obtained of Messrs. Kingsford, Dorman, Kingsford, Candler, & Moore, Solicitors, 23, Essex-street, Strand; and of the Auctioneers, 62, Old Broad-street, E.C.

LANCASTER PLACE, STRAND.

Valuable Crown Lease, producing a well-secured profit of £274 per annum.

MESSRS. PHILIP D. TUCKETT & CO. will SELL by AUCTION, by order of Trustees, at the MART, on MONDAY, 20th APRIL, at TWELVE, the substantial LEASEHOLD PREMISES, known as 8, Lancaster-place, held from the Duchy of Lancaster for an unexpired term of 36 years at a ground-rent of £26 per annum, and sub-leased to a well-known firm for an unexpired term of about 15 years at the low rent of £300 per annum, forming a well-secured leasehold investment, with a prospect of increased income after 15 years.

Particulars of Messrs. Davidson, Burch, Whitehead, & Davidson, Solicitors, 23, Spring-gardens, S.W.; or of Messrs. Philip D. Tuckett & Co., Land Agents, Surveyors, &c., 10A, Old Broad-street, E.C.

MESSRS. JOHNSON & DYMOND beg to announce that their sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales, Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 26 and 29, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

NORTHERN ASSURANCE COMPANY

Established 1836.

FIRE AND LIFE. AT HOME AND ABROAD.

LONDON: 1, Moorgate-street, E.C. **ABERDEEN:** 3, King-street.

INCOME & FUNDS (1883):—

Fire Premiums	£520,000
Life Premiums	186,000
Interest...	134,000
Accumulated Fund	£2,990,000

PUBLIC DEBT OF NEW ZEALAND.

CONVERSION of £5,772,500 NEW ZEALAND GOVERNMENT FIVE PER CENT. CONSOLS.

The Governor and Company of the Bank of England GIVE NOTICE that, on behalf of the Agents appointed by the Governor of New Zealand in Council, under the New Zealand Consolidated Stock Act, 1877, the Amendment Act, 1881, and the Consolidated Stock Act, 1884 (Sir Francis Dillon Bell, K.C.M.G., and Sir Penrose Goodchild Julyan, K.C.M.G., C.B.), they are authorized to invite holders of the Debentures of the above Loan to bring in their Debentures for conversion on the following terms, viz.:—

For every One Hundred Pounds of such Debentures a new Debenture will be issued for the same amount, bearing interest at the rate of 5 per cent. per annum for seven years, from 15th April, 1885, to 15th April, 1892, when it will be converted into £107 New Zealand Four per Cent. Consolidated Stock, inscribed at the Bank of England, which will rank *pari passu* with the Four per Cent. Consolidated Stock already created and issued, and redeemable at par on the 1st of November, 1929.

Applications for Conversion will be received up to 30th April next, inclusive.

The Interest upon the New Debentures will be payable by Coupons in the same manner as upon the Consol Debentures, viz., 15th January, 15th April, 15th July, and 15th October, at the Bank of England, the first Coupon being for the dividend due 15th July next.

Consol Debentures, from which the Coupon due 15th April next must be detached, may be deposited at the Chief Cashier's Office, Bank of England, for exchange on or after Wednesday next, the 11th inst. They must bear all Coupons subsequent to that due 15th April next, and must be left three clear days for examination. Receipts will be given for the Debentures deposited, and the new Debentures will be issued in exchange as soon after as possible.

The usual Annual Drawing for Redemption of the Consols will take place on Tuesday, 31st March next; Debentures deposited before that date will not be affected by the Drawing. Holders of Consol Debentures drawn for redemption, in respect of which no application for Conversion has been made, will be allowed to receive, in exchange for each drawn Debenture, a new debenture as above, upon payment of the sum of £4 per Cent., provided application be made before the 15th April next.

By the Act 40 & 41 Vict. ch. 59, the Revenues of the Colony of New Zealand alone will be liable in respect of the Stock and the Dividends thereon, and the Consolidated Fund of the United Kingdom, and the Commissioners of Her Majesty's Treasury will not be directly or indirectly liable or responsible for the payment of the Stock or of the Dividends thereon, or for any matter relating thereto.

Bank of England, 6th March, 1885.

GUARDIAN FIRE and LIFE OFFICE.

Head Office—11, Lombard-street, London, E.C.
Law Courts Branch—21, Fleet-street, E.C.
Established 1821. Subscribed Capital, £2,000,000.

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ACTUARY AND SECRETARY—T. G. C. Browne.

Share Capital at present paid up and invested £1,000,000
Total Funds upwards of 3,861,000
Total Annual Income over 718,000

N.B.—Fire Policies which expire at LADY DAY should be renewed at the Head Office, or with the Agents, on or before the 9th day of APRIL.

LAW UNION FIRE and LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1854.

The only Law Insurance Office in the United Kingdom which transacts both Fire and Life Insurance Business.

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126, CHANCERY LANE, LONDON, W.C.

The Funds in hand and Capital Subscribed amount to upwards of £1,800,000 sterling.

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The Company ADVANCES Money on Mortgage of Life Interests and Reversions, whether absolute or contingent.

The Company also purchases Reversions.

Prospectuses, copies of the Directors' Report and Annual Balance Sheet, and every information, sent post-free on application to

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Anti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.

Being without sugar, spice, or other admixture, it suits all palates keeps for years in all climates, and is four times the strength of cocoas THICKENED yet WEAKENED with starch, &c., and IN REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.

In tins at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

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Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace

CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS

ESTABLISHED 1689.

94, CHANCERY LANE, LONDON

REVERSIONARY and LIFE INTERESTS in LANDED or FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £500,000. Interest on Loans may be capitalized.

F. S. CLAYTON, } Joint
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FIRE
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Capital fully subscribed . £2,500,000
Total invested Funds, upwards of £2,000,000
Total annual premium income exceeds £1,000,000

CHIEF OFFICE: 19 AND 20, CORNHILL, LONDON, E.C.

105,000 ACCIDENTS

FOR WHICH

TWO MILLIONS

HAVE BEEN PAID AS

COMPENSATION

BY

THE RAILWAY PASSENGERS' ASSURANCE COMPANY,

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ACCIDENTS OF ALL KINDS.

Paid-up and Invested Funds, £260,000. Premium Income, £235,000.

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Apply to the Clerks at the Railway Stations, the Local Agents, or

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WILLIAM J. VIAN, Secretary.

ESTABLISHED 1851.

BIRKBECK BANK.—Southampton-buildings, Chancery-lane.

Current Accounts opened according to the usual practice of other Bankers, and Interest allowed on the minimum monthly balances when not drawn below £50. No commission charged for keeping Accounts. The Bank also receives money on Deposit at Three per Cent. Interest, repayable on demand. The Bank undertakes for its Customers, free of charge, the custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks and Shares. Letters of Credit and Circular Notes issued.

A Pamphlet, with full particulars, on application.

FRANCIS RAVENSCROFT Manager.

March, 1880.